
PART THREE:

APPENDICES



**Governor's
Mentoring
Partnership**

RECOMMENDED

BEST PRACTICES FOR
MENTOR PROGRAMS

Source: National Mentoring Working Group, convened by United Way of America and One to One the National Mentoring Partnership, 1991

SEPTEMBER 2002
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DEFINITION OF MENTORING

MENTORING DEFINED AS:

For the purposes of the Governor's Mentoring Partnership (GMP), mentoring is defined as a relationship over a prolonged period of time between two or more people where older, wiser, more experienced individuals assist youth through the human development process by providing constant, as needed support, guidance, and concrete help to a minor whose at-risk environment increases their chance of exposure to teen pregnancy, academic failure, gangs and violence, use of alcohol and drugs and other at-risk behaviors. It is the intention of the GMP that relationships last at least the length of a school year and that the ratio of mentors to mentees not exceed 1 to 4.

CALIFORNIA MENTORING ELEMENTS OF EFFECTIVE PRACTICE

For purposes of the Governor's Mentoring Partnership the following have been identified as elements of effective mentoring practice.

A RESPONSIBLE MENTORING PROGRAM WILL INCLUDE:

- A well-defined mission and established operating policy.
- Regular, consistent contact between the mentor and the participant.
- Consent by the family or guardian of the mentee.
- Additional community support services.
- An established organization for oversight.
- Adherence to general principles of volunteerism.
- Paid or volunteer staff with appropriate skills.
- Written job descriptions for all staff and volunteer positions.
- Adherence to EEO requirements.
- Inclusiveness of racial, economic, and gender representation as appropriate to the program.
- Adequate financial and in-kind resources.
- Written administrative and program procedures.

- Written eligibility requirements for program participants.
- Program evaluation and ongoing assessment.
- A long-range plan that has community input.
- Risk management and confidentiality policies.
- Use of generally accepted accounting practices.
- A prudent and reasonable rationale for staffing requirements that are based on:
 - Organization's statement of purpose and goals
 - Needs of mentors and mentees
 - Community resources
 - Staff and other volunteers' skill level

FOR PURPOSES OF THE GOVERNOR'S
MENTORING PARTNERSHIP, QUALITY
MENTORING PROGRAMS NEED TO HAVE
THE FOLLOWING

1. A STATEMENT OF PURPOSE AND A LONG RANGE PLAN THAT INCLUDES:
 - Who, what, where, when, why and how activities will be performed.
 - Input from originators, staff, funders, potential volunteers, and participants.
 - Assessment of community need.
 - Realistic, attainable, and easy-to-understand operational plan.
 - Goals, objectives, and timelines for all aspects of the plan.
 - Funding and resources development plan.
2. A RECRUITMENT PLAN FOR BOTH MENTORS AND MENTEES THAT INCLUDES:
 - Strategies that portray accurate expectations and benefits. Year round marketing and public relations. Targeted outreach based on participant's needs.
 - Volunteer opportunities beyond mentoring (i.e., event organization, office support, etc.)
 - A basis in your program's statement of purpose and long-range plan.
3. AN ORIENTATION FOR MENTORS AND MENTEES THAT INCLUDES:
 - Program overview.
 - Description of eligibility, screening process, and suitability requirements.
 - Level of commitment expected (time, energy, and flexibility).
 - Expectations and restrictions (accountability).
 - Benefits and rewards they can expect.
 - A separate focus for potential mentors and participants.
 - A summary of program policies, including written reports, interviews evaluation, and reimbursement.

4. ELIGIBILITY SCREENING FOR MENTORS AND MENTEES THAT INCLUDES:

- An application process and review.
- Face-to-face interview.
- Reference checks for mentors which must include criminal history record checks (finger printing), and may include character references, child abuse registry check, and driving record checks.
- Suitability criteria that relate to the program statement of purpose and needs of the target population. Could include some or all of the following: personality profile; skills identification; gender; age; language and racial requirements; level of education; career interests; motivation for volunteering; and academic standing.
- Successful completion of pre-match training and orientation.

IF YOU HAVE YOUTH MENTORS, THE FOLLOWING WILL APPLY:

- An application process which must include a parental consent form.
- Face-to-face interview.
- Reference checks of at least two personal non-related adults.
- Successful completion of a pre-match training and orientation.

5. A READINESS AND TRAINING CURRICULUM FOR ALL MENTORS AND MENTEES THAT INCLUDES:

- Trained staff trainers.
- Orientation to program and resource network, including information and referral, other supportive services, and schools.
- Skills development as appropriate.
- Cultural/heritage sensitivity and appreciation training.
- Guidelines for participants on how to get the most out of the mentoring relationship.
- Do's and don'ts of relationship management.
- Job and role descriptions.
- Confidentiality and liability information.
- Crisis management/problem solving resources.
- Communication skills development.
- Ongoing sessions as necessary.

6. A MATCHING STRATEGY THAT INCLUDES:

- A link with the program's statement of purpose.
- A commitment to consistency.
- A grounding in the program's eligibility criteria.
- A rationale for the selection of this particular matching strategy from the wide range of available models.

- Appropriate criteria for matches, including some or all of the following: gender; age; language; requirements; availability; needs; interests; preferences of volunteer and participant; life experience; temperament.
- Signed statements of understanding that both parties agree to the conditions of the match and the mentoring relationship.
- The program may have pre-match social activities between mentor and mentees.
- Team building activities to reduce the anxiety of the first meeting.

7. A MONITORING PROCESS THAT INCLUDES:

- Consistent scheduled meetings with staff, mentors, and mentees.
- A tracking system for ongoing assessment.
- Written records.
- Input from family, community partners, and significant others.
- A process for managing grievances, praise, rematching, interpersonal problem solving, and premature relationship closure.

8. A SUPPORT, RECOGNITION AND RETENTION COMPONENT THAT MAY INCLUDE:

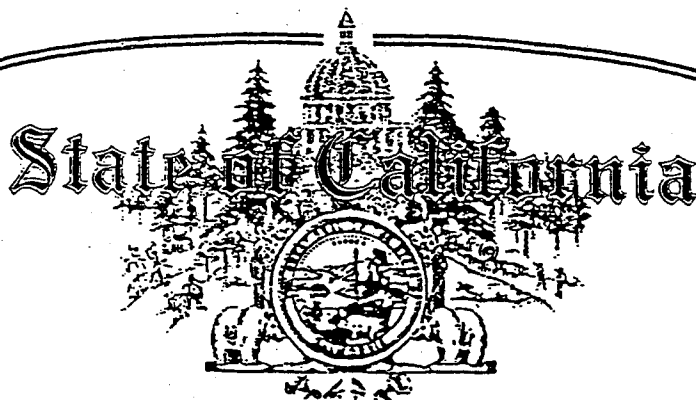
- A formal kick-off event.
- Ongoing peer support groups for volunteers, participants, and others.
- Ongoing training and development.
- Relevant issue discussion and information dissemination.
- Networking with appropriate organizations.
- Social gatherings of different groups as needed.
- Annual recognition and appreciation event.
- Newsletters or other mailings to mentors, mentees, supporters, and funders.

9. CLOSURE STEPS THAT INCLUDE:

- Private and confidential exit interviews to de-brief the mentoring relationship between:
 - Mentee and staff
 - Mentor and staff
 - Mentor and mentee without staff
- Clearly stated policy for future contacts between mentor and mentee.
- Assistance for participating in defining next steps for achieving personal goals (for the mentee).

10. AN EVALUATION PROCESS BASED ON:

- Outcome analysis of program and relationship.
- Program criteria and statement of purpose.
- Information needs of board, funders, community partners, and other supporters of the program.



SECRETARY OF STATE

CERTIFICATE OF STATUS DOMESTIC CORPORATION

I, **BILL JONES**, Secretary of State of the State of California, hereby certify:

That on the _____ day of _____, 19 _____,

became incorporated under the laws of the State of California by filing its Articles of Incorporation in this office; and

That no record exists in this office of a certificate of dissolution of said corporation nor of a court order declaring dissolution thereof, nor of a merger or consolidation which terminated its existence; and

That said corporation's corporate powers, rights and privileges are not suspended on the records of this office; and

That according to the records of this office, the said corporation is authorized to exercise all its corporate powers, rights and privileges and is in good legal standing in the State of California; and

That no information is available in this office on the financial condition, business activity or practices of this corporation.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of _____

Bill Jones

Internal Revenue Service
District Director

Department of the Treasury

Date:

Employer Identification Number:

Case Number:

Person to Contact:

Contact Telephone Number:

Our letter Dated:

Caveat Applies:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509 (a) of the Internal Revenue Code because you are an organization of the type described in section 509(a)(1) and*. Your exempt status under Code section 501(c) (3) is still in effect.

Grantors and contributors may rely on this determination until the Internal Review Service publishes notice to the contrary. However, if you lose your section 509(a)(1) and * status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of such status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section organization.

If the heading of this letter indicates that a caveat applies, the caveat below or on the enclosure is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

District Director

(b) (1) (A) (vi)

P.O. Box 2350, Los Angeles, CA 90053

Letter 1050(DO) (Rev. 3-66)

Special Terms and Conditions

(For federally funded service contracts and grant awards)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition. The terms "contract", "Contractor" and "Subcontractor" shall also mean "grant", "Grantee" and "Subgrantee" respectively.

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1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements.)

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHS may direct as a means of enforcing such

provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHS, the Contractor may request in writing to DHS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with contract funds.)

Reimbursement for travel and per diem expenses from DHS under this agreement shall, unless otherwise specified in this agreement, be at the rates currently in effect, as established by the California Department of Personnel Administration (DPA), for nonrepresented state employees. If the DPA rates change during the term of the agreement, the new rates shall apply upon their effective date and no amendment to this agreement shall be necessary. Exceptions to DPA rates may be approved by DHS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior written authorization from DHS.

3. Procurement Rules

(Applicable to all agreements in which equipment, miscellaneous property, commodities and/or supplies are furnished by DHS or expenses for said items are reimbursed with state or federal funds.)

a. Equipment definitions

Wherever the term equipment and/or miscellaneous property is used, the following definitions shall apply:

- (1) **Major equipment:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHS or the cost is reimbursed through this agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more that is listed on the DHS Asset Management Unit's Minor Equipment List and is either furnished by DHS or the cost is reimbursed through this agreement. Contractors may obtain a copy of the Minor Equipment List by making a request through the DHS program contract manager.
- (3) **Miscellaneous property:** A specific tangible item with a life expectancy of one (1) year or more that is either furnished by DHS or the cost is reimbursed through this agreement. Examples include, but are not limited to: furniture (excluding modular furniture), cabinets, typewriters, desktop calculators, portable dictators, non-digital cameras, etc.

- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

- c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this agreement.

- (1) Equipment purchases shall not exceed \$50,000 annually.

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate DHS program contract manager, to have all remaining

- equipment purchased through DHS' Purchasing Unit. The cost of equipment purchased by or through DHS shall be deducted from the funds available in this agreement. Contractor shall submit to the DHS program contract manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with DHS. The equipment will be delivered to the Contractor's address, as stated on the face of the agreement, unless the Contractor notifies the DHS program contract manager, in writing, of an alternate delivery address.
- (2) All equipment purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:
- (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement contract in which, to his or her knowledge, he or she has a financial interest.
 - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
 - (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by DHS, prior written authorization from the appropriate DHS program contract manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by DHS (e.g., when DHS has a need to monitor certain purchases, etc.), DHS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHS determines to be unnecessary in carrying out performance under this agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

- h. DHS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or miscellaneous property is furnished by DHS and/or when said items are purchased or reimbursed with state or federal funds.)

- a. Wherever the term equipment and/or miscellaneous property is used in Provision 4, the definitions in Provision 3, Paragraph a shall apply.

All equipment and/or miscellaneous property that are purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement and not fully consumed in performance of this agreement shall be considered state equipment and the property of DHS.

- (1) DHS requires the reporting, tagging and annual inventoring of all equipment and/or miscellaneous property that is furnished by DHS or purchased/reimbursed with funds provided through this agreement.

Upon receipt of equipment and/or miscellaneous property, the Contractor shall report the receipt to the DHS program contract manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by DHS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHS Funds) does not accompany this agreement, Contractor shall request a copy from the DHS program contract manager.

- (2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or miscellaneous property to the DHS program contract manager using a form or format designated by DHS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHS-Funded Equipment) does not accompany this agreement, Contractor shall request a copy from the DHS program contract manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or miscellaneous property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
- (b) Submit the inventory report to DHS according to the instructions appearing on the inventory form or issued by the DHS program contract manager.
- (c) Contact the DHS program contract manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or miscellaneous property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by DHS' Asset Management Unit.

- b. Title to state equipment and/or miscellaneous property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, DHS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or miscellaneous property.
- d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or miscellaneous property.

- (1) In administering this provision, DHS may require the Contractor and/or Subcontractor to repair or replace, to DHS' satisfaction, any damaged, lost or stolen state equipment and/or

miscellaneous property. Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHS program contract manager.

- e. Unless otherwise stipulated by the program funding this agreement, equipment and/or miscellaneous property purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement, shall only be used for performance of this agreement or another DHS agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this agreement, the Contractor shall provide a final inventory report of equipment and/or miscellaneous property to the DHS program contract manager and shall, at that time, query DHS as to the requirements, including the manner and method, of returning state equipment and/or miscellaneous property to DHS. Final disposition of equipment and/or miscellaneous property shall be at DHS expense and according to DHS instructions. Equipment and/or miscellaneous property disposition instructions shall be issued by DHS immediately after receipt of the final inventory report. At the termination or conclusion of this agreement, DHS may at its discretion, authorize the continued use of state equipment and/or miscellaneous property for performance of work under a different DHS agreement.
- g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHS under this agreement.)

- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement, within thirty (30) calendar days prior to the termination or end of this agreement, the Contractor and/or Subcontractor shall return such vehicles to DHS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHS.
- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this agreement.
- (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this agreement or any period of contract extension during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

- (a) The Contractor, by signing this agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement, to the Contractor and/or Subcontractor.

- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHS program contract manager.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this agreement or until such time as the motor vehicle is returned to DHS.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
 - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Services).
 - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this agreement and any extension or continuation of this agreement.
 - [3] The insurance carrier shall notify the State of California Department of Health Services, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to the agreement number for which the insurance was obtained.
- (f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHS, in writing, if this provision is applicable to this agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHS may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
 - (1) The Contractor must provide in its request for authorization, all particulars necessary for evaluating the necessity or desirability of incurring such cost.
 - (2) The State may identify the information needed to fulfill this requirement.

- (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
- (a) A local governmental entity or the federal government,
 - (b) A State college or university from any State,
 - (c) A Joint Powers Authority,
 - (d) An auxiliary organization of a California State University or a California community college,
 - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
 - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
 - (g) Entities of any type that will provide subvention aid or direct services to the public,
 - (h) Entities and/or service types identified as exempt from advertising in State Administrative Manual Section 1233 subsection 3. View this publication at the following Internet address: <http://sam.dgs.ca.gov>.
- (4) Unless otherwise mandated by the funding agency (i.e., federal government), DHS may only pay the Contractor's overhead charges or indirect costs on the first \$25,000 of each subcontract.
- b. DHS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this agreement.
- (1) Upon receipt of a written notice from DHS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHS.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHS. DHS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHS.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this agreement and shall, upon request by DHS, make said copies available for approval, inspection, or audit.
- e. Sole responsibility rests with the Contractor to ensure that subcontractors, used in performance of this agreement, are paid in a timely manner. The timeliness of said payments may be affected by the timeliness of payments issued by DHS to the Contractor.
- f. The Contractor is responsible for all performance requirements under this agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:
- "(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHS, to permit DHS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
- i. Unless otherwise stipulated in writing by DHS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this agreement.

- j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, and 32.

6. Income Restrictions

Unless otherwise stipulated in this agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this agreement shall be paid by the Contractor to DHS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHS under this agreement.

7. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that DHS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this agreement, or by subparagraphs (1) or (2) below.
 - (1) If this agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this agreement, reduce its accounts, books and records related to this agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this agreement. In addition, this agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this agreement shall be amended to reflect any reduction in funds.
- d. DHS has the option to void or cancel the agreement with 30-days advance written notice or to amend the agreement to reflect any reduction in funds.

10. Intellectual Property Rights

a. Ownership

- (1) Except where DHS has agreed in a signed writing to accept a license, DHS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement.
- (2) For the purposes of this agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
 - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing

those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

- (3) In the performance of this agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this agreement. In addition, under this agreement, Contractor may access and utilize certain of DHS' Intellectual Property in existence prior to the effective date of this agreement. Except as otherwise set forth herein, Contractor shall not use any of DHS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHS. **Except as otherwise set forth herein, neither the Contractor nor DHS shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHS in the third-party's license agreement.
- (4) Contractor agrees to cooperate with DHS in establishing or maintaining DHS' exclusive rights in the Intellectual Property, and in assuring DHS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this agreement, Contractor shall require the terms of the agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHS and which result directly or indirectly from this agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with DHS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHS' Intellectual Property rights and interests.

b. Retained Rights / License Rights

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this agreement. Contractor hereby grants to DHS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Section a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such

person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement.

- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement, shall include DHS' notice of copyright, which shall read in 3mm or larger typeface: "© 2001, State of California, Department of Health Services. This material may not be reproduced or disseminated without prior written permission from the Department of Health Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this agreement, which did not result from research and development specifically included in the agreement's scope of work, Contractor hereby grants to DHS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the agreement's scope of work, then Contractor agrees to assign to DHS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHS in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHS' prior written approval; and (ii) granting to or obtaining for DHS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this agreement. If such a license upon the these terms is unattainable, and DHS determines that the Intellectual Property should be included in or is required for Contractor's performance of this agreement, Contractor shall obtain a license under terms acceptable to DHS.

f. Warranties

- (1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this agreement.
- (c) Neither Contractor's performance of this agreement, nor the exercise by either Party of the rights granted in this agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
 - (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHS in this agreement.
 - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this agreement.
- (2) DHS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless DHS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this agreement. DHS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHS.
- (2) Should any Intellectual Property licensed by the Contractor to DHS under this agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHS' right to use the licensed Intellectual Property in accordance with this agreement at no expense to DHS. DHS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHS shall be entitled to a refund of all monies paid under this agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate DHS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHS would suffer irreparable harm in the event of such breach and agrees DHS shall be entitled to

obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

In any agreement funded in whole or in part by the federal government, DHS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. Survival

The provisions set forth herein shall survive any termination or expiration of this agreement or any project schedule.

11. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

12. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior DHS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this contract and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

13. Confidentiality of Information

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHS program contract manager all requests for disclosure of such identifying information not emanating from the client or person.

- d. The Contractor shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client, any such identifying information to anyone other than DHS without prior written authorization from the DHS program contract manager.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

14. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contract communications) prepared as a requirement of this agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

15. Dispute Resolution Process

- a. A Contractor grievance exists whenever the Contractor believes there is a dispute arising from DHS' action in the administration of an agreement. If the Contractor believes there is a dispute or grievance between the Contractor and DHS, both parties shall follow the procedure outlined below.
 - (1) The Contractor should first discuss the problem informally with the DHS program contract manager. If the problem cannot be resolved at this stage, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) The Contractor must prepare a letter indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the letter a copy of the Contractor's original statement of dispute with any supporting documents and a copy of the Branch Chief's response. This letter shall be sent to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division funding this agreement or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division funding this agreement or his/her designee shall be returned to the Contractor within twenty (20) working days of receipt of the Contractor's letter.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division funding this agreement or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5, commencing with Section 251, California Code of Regulations.)
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated by DHS, dispute, grievance and/or appeal correspondence shall be directed to the DHS program contract manager.

16. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, grants, or subventions to other governmental agencies or units of government nor contracts with regional centers or area agencies on aging (H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
 - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **\$25,000 or more** from any State agency under a direct service contract; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **less than \$25,000** per year from any State agency under a direct service contract, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends \$300,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
 - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
 - (4) If the Contractor submits to DHS a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$300,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the DHS program funding this agreement. The audit report must identify the Contractor's legal name and the number assigned to this agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHS program contract manager shall forward the audit report to DHS' Audits and Investigations Unit.
- e. The cost of the audits described herein may be included in the funding for this agreement up to the proportionate amount this agreement represents of the Contractor's total revenue. The DHS program funding this agreement must provide advance written approval of the specific amount allowed for said audit expenses.

- f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
- g. Nothing in this agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
- h. Nothing in this provision limits the authority of the State to make audits of this agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
- i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
- j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
- k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

17. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this agreement, Contractor agrees that if any performance under this agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

18. Novation Requirements

If the Contractor proposes any novation agreement, DHS shall act upon the proposal within 60 days after receipt of the written proposal. DHS may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHS will initiate an amendment to this agreement to formally implement the approved proposal.

19. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

- b. By signing this agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHS program funding this contract.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHS may terminate this agreement for cause or default.

20. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

- c. By signing this agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

21. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHS shall have the right to annul this agreement without liability or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

22. Payment Withholds

(Applicable only if a final report is required by this agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this contract, DHS may, at its discretion, withhold 10 percent (10%) of the face amount of the agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until DHS receives a final report that meets the terms, conditions and/or scope of work requirements of this agreement.

23. Performance Evaluation

(Not applicable to grant agreements.)

DHS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with DHS. Negative performance evaluations may be considered by DHS prior to making future contract awards.

24. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this agreement if made with a corporation for its general benefits.

25. Year 2000 Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to DHS or if IT equipment is procured.)

The Contractor warrants and represents that the goods or services sold, leased, or licensed to the State of California, its agencies, or its political subdivisions, pursuant to this agreement are "Year 2000 Compliant." For the purposes of this agreement, a good or services is Year 2000 compliant if it will continue to fully function before, at, and after the Year 2000 without interruption and, if applicable, with full ability to accurately and unambiguously process, display, compare, calculate, manipulate, and otherwise utilize date information. This warranty and representation supersedes all warranty disclaimers and limitations and all limitations on liability provided by or through the Contractor.

26. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

27. University of California Mutual Indemnification

(Applicable only to agreements entered with the Regents of the University of California or a University of California campus under its jurisdiction.)

- a. The State and the Regents of the University of California shall mutually defend, indemnify and hold each other and their respective agencies, officers, employees, and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this contract but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of either the State or the Regents of the University of California.
- b. It should be expressly understood that the obligations hereunder shall be conditioned upon this contract being one that falls within the purview of Section 895 of the Government Code.

28. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

29. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

30. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this agreement, hereby acknowledges the applicability of Government Code 16645 through 16649 to this agreement. Furthermore, Grantee, by signing this agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

31. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
 - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
 - (2) Director's and executive committee member's fees.
 - (3) Incentive awards and/or bonus incentive pay.
 - (4) Allowances for off-site pay.
 - (5) Location allowances.
 - (6) Hardship pay.
 - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
 - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
 - (1) Be necessary and reasonable for the performance of the agreement.
 - (2) Be determined in accordance with generally accepted accounting principles.
 - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
- (2) For multiple year contracts, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the agreement. Holidays cannot be carried over from one contract year to the next. See Provision f (3)(b) for an example.
- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a contract period of one year. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of the agreement, the Contractor during a one-year agreement term may only claim up to three weeks of vacation and twelve days of sick leave actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

32. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded contracts in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract or grant or any extension or amendment of that contract or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
- (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHS program contract manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

Attachment 1

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Contractor

Printed Name of Person Signing for Contractor

Contract / Grant Number

Signature of Person Signing for Contractor

Date

Title

After execution by or on behalf of Contractor, please return to:

Department of Health Services
(Name of the DHS program providing the funds)
P.O. Box 942732
714 P Street
Sacramento, CA 94234-7320

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, If known: _____		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, If known: _____
6. Federal Department/Agency: _____	7. Federal Program Name/Description: CDFA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: _____	
10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI): _____ (attach Continuation Sheets(s) SF-LLL-A, If necessary)		b. Name and Address of Lobbying Entity (If individual, last name, first name, MI): _____
11. Amount of Payment (check all that apply): \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (check all that apply): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind, specify: Nature _____ Value _____		
14. Brief Description of Services Performed or to be Performed and Dates(s) of Service, including Officer(s), Employee(s), or Member(s) Contracted for Payment indicated in item 11: (Attach Continuation Sheet(s) SF-LLL-A, If necessary)		
15. Continuation Sheet(s) SF-LLL-A Attached: <input type="checkbox"/> Yes <input type="checkbox"/> No		
16. Information requested through this form is authorized by Title 31, U.S.C., Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to Title 31, U.S.C., Section 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$19,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction Standard Form-LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipients at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C., Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Use the SF - LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and ZIP code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, state, and ZIP code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90401."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state, and ZIP code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
10. (b) Enter the full names of the Individual(s) performing services and include full address if different from 10.(a). Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials, identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and renewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Office of Management and Budget, Paperwork Reduction Project, (0348-0046), Washington, DC 20503.

LINE-ITEM BILLING PROCEDURES

A. Schedule For Submitting Billings

Line-item budget contractors must submit billings either monthly or quarterly. Billings (invoices) are due by the fifteenth of the month immediately following the billing period. Invoices must be submitted at least quarterly. Late submission of invoices will not be given priority consideration.

Billings must have original signatures and are to be mailed or delivered to:

Department of Health Services
Office of Family Planning
714 P Street, Room 440
P.O. Box 942732
Sacramento, CA 94234-7320

B. Completing the Budget Expenditure Report (Billing/Invoice)

All contractors billing OFP on a line item basis must submit invoices in the format shown in Attachment 1 (Budget Expenditure Report). The Budget Expenditure Report shall specify aggregate costs for the five line items specified in any Exhibit C and no other categories.

If the amount to be billed for any line item exceeds the amount available in that line item, the Contractor must obtain written authorization from OFP for line item adjustment authority or a contract amendment to transfer funds from one line item to another, as provided in Paragraph 5 of this contract. Billings dependent upon a budget adjustment or contract amendment either will not be paid until the adjustment or amendment is fully approved or will be reduced to the amount available under the contract.

The Budget Expenditure Report shall contain the following information:

1. Name and Address of Contractor, exactly as it appears on the Contract.
2. Bill To: At the upper right corner of the Report, type:
"Bill To: Department of Health Services
Office of Family Planning
714 P Street, Room 440
P.O. Box 942732
Sacramento, CA 94234-7320"
3. Agency Number: Enter your four digit agency number, assigned by OFP.
4. Program Type: Indicate the name of the program for which the Budget Expenditure Report is submitted, i.e., I&E, Male Involvement.
5. Fiscal Year: Indicate the state fiscal year for which the Budget Expenditure Report is being submitted (FY 1999-2000, FY 2000-2001 or FY 2001-2002).

6. Expense Period: Enter the monthly or quarterly billing period, e.g., July 1 to July 30, 199x; July 1 to September 30, 199x.
7. Contract Number: Indicate the complete seven digit contract number for this Contract.
8. Budget Detail: For each budget category/line item, indicate the budget amount and the expenses for the billing period. Round all expenditure amounts to the nearest whole dollar (49 cents or less rounds down and 50 cents or more rounds up).
9. Grand Total: Indicate the total of the budget amount, expenses for the billing period, and the remaining balance for the aggregate of the five line items.
10. Date and Signature: The Budget Expenditure Report must be signed with the original signature of a person authorized by the agency to sign invoices. No Budget Expenditure Report will be processed without an original signature.
11. Prospective/Advance Payment: For contractors receiving either a prospective payment or an advance payment, this section will be used to monitor the prospective or advance payment and its liquidation. For State use only.
12. For Deposit Only: Contractors with Prospective or Advance Payments must indicate the special bank account number for the Prospective/Advance and name of the bank.
13. All Budget Expenditure Reports shall have a box measuring 2" x 5" and labeled "For State Use Only" drawn on the bottom of the report to accommodate the State's approval stamp.

D. Adjustments and Amendments

1. The line item amounts of the Budget Expenditure Report can be modified in only one of two ways:
 - a. A budget adjustment can be completed to transfer up to 10 percent of the annual contract total, not to exceed \$50,000 per year, so long as the contract total does not increase or decrease.

The agency must submit a written request to the OFP designated consultant justifying the transfer of funds. A revised Budget (Attachment 2) must be included with the request that indicates the proposed line item transfers and the effective date. The line item adjustment is effective upon receipt by the agency of written notification from OFP.
 - b. A formal contract amendment, including a revised Budget (Attachment 2), must be completed and approved to change the total contract amount or if the transfer of funds would exceed the limitation specified in paragraph a, above.

The agency must submit the same justification and modified Budget as specified in paragraph a, above. If OFP approves the transfer of funds, a formal contract amendment will be prepared and processed. A contract amendment and the corresponding funds transfer are not effective until the contract is fully approved.

2. Billings (Budget Expenditure Reports) based upon either a line item transfer or a formal contract amendment will not be paid until the adjustment or amendment has been fully approved.

E. Budget Expenditure Report and Revised Budget (Attachments 1 and 2) line items must include:

1. Personnel: Includes, but is not limited to, salary, wages and fringe benefits;
2. Operating Expenses: Other than personnel, includes, but is not limited to, rent, depreciation, supplies, utilities, and other operating expenses.
3. Capital expenditures: Used to report capital equipment purchases that have a unit cost of \$5,000 or more and a life expectancy of one year or more, as defined in State Administrative Manual (SAM).
4. Other Costs: Expense items such as, but not limited to, unique program costs not applicable to any other specific category, as determined by the program or specified in the agreement, and includes any subcontractors funded under the agreement.
5. Indirect Costs.

Attachment 1

SAMPLE

FAMILY PLANNING PROJECT
Services
1234 ANY STREET
ANYTOWN, CA 90000

Bill to: Department of Health
Office of Family Planning
714 P Street, Room 440
P.O. Box 942732
Sacramento, CA 94234-7320

BUDGET EXPENDITURE REPORT

AGENCY NUMBER: XXXX
FISCAL YEAR: FY 1999 – 200x
EXPENSE PERIOD: July 1, xxxx to July 31, xxxx
PROGRAM: Male Involvement
CONTRACT NUMBER: 99-XXXXXX

Budget/Line Item Categories	Budget Amount	Expense This Period
1. Personnel	\$20,000	\$ 6,000
2. Operating Expenses	\$25,000	\$ 8,000
3. Capital Expenditures	\$ 0	\$ 0
4. Other Costs	\$12,000	\$ 3,000
5. Indirect Costs	\$ 1,000	\$ 250
Total	\$58,000	\$17,250

Date: _____ Signature: _____

PROSPECTIVE/ADVANCE PAYMENT ONLY CONTRACTORS

FOR DEPOSIT ONLY:

ADVANCE LIQUIDATION:

BANK NAME: _____

AMOUNT TO PAY: _____

ACCOUNT NUMBER: _____

For State Use Only

Attachment 2
SAMPLENAME OF CONTRACTOR
Contract Number: 99-xxxxxEXHIBIT C
REVISED BUDGET – YEAR 1, 2 OR 3
JULY 1, xxxx - JUNE 30, xxxx

Approved	Original/Prior Approved Amount	Adjustment This Amendment Effective 09/01/XX	New Amount
1. PERSONNEL	\$20,000	\$5,000	\$25,000
2. OPERATING EXPENSES	\$25,000	\$(5,000)	\$20,000
3. CAPITAL EXPENDITURES	\$ -0-	\$ -0-	\$ -0-
4. OTHER COSTS	\$12,000	\$ -0-	\$12,000
5. INDIRECT COSTS 1,000	\$ 1,000	\$ -0-	\$
 TOTAL	 \$58,000	 \$ -0-	
\$58,000			

Travel Reimbursement Information
Effective October 1, 2001

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract.
 - a. Reimbursement shall be at the rates established for nonrepresented/excluded state employees.
 - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of special assignments.
 - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on page 2 of this exhibit to determine the reimbursement allowance. All lodging must be receipted. If contractor does not present receipts, lodging will not be reimbursed.

(1) Lodging (with receipts):

Travel Location / Area	Reimbursement Rate
Statewide (excluding the counties identified below)	\$ 84.00 plus tax
Counties of Los Angeles and San Diego	\$110.00 plus tax
Counties of Alameda, San Francisco, San Mateo, and Santa Clara.	\$140.00 plus tax

Reimbursement for actual lodging expenses exceeding the above amounts may be allowed with the advance written approval of the Deputy Director of the Department of Health Service or his or her designee. Receipts are required.

- (2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum.

Meal / Expense	Reimbursement Rate
Breakfast	\$ 6.00
Lunch	\$ 10.00
Dinner	\$ 18.00
Incidental	\$ 6.00

- d. Out-of-state travel may only be reimbursed if such travel has been stipulated in the contract and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors must have prior Departmental approval and a budgeted trip authority.
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on page 2 of this bulletin.
- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

2. If any of the reimbursement rates stated herein are changed by the Department of Personnel Administration, no formal contract amendment will be required to incorporate the new rates. However, DHS shall inform the contractor, in writing, of the revised travel reimbursement rates.
3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
4. **Note on use of autos:** If a contractor uses his or her car for transportation, the rate of pay will be **34 cents** maximum per mile. If the contractor is a person with a disability who must operate a motor vehicle on official state business and who can operate only specially equipped or modified vehicles may claim a rate of **37 cents** per mile. If a contractor uses his or her car "in lieu of" air fair, the air coach fair will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the state. Gasoline and routine automobile repair expenses are not reimbursable.
5. The contractor is required to furnish details surrounding each period of travel. Travel detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc.
6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

Travel Reimbursement Guide

Length of travel period	This condition exists...	Allowable Meal(s)
Less than 24 hours	Travel begins at 6:00 a.m. or earlier and continues until 9:00 a.m. or later.	Breakfast
Less than 24 hours	<ul style="list-style-type: none"> Travel period ends at least one hour after the regularly scheduled workday ends, or Travel period begins prior to or at 5:00 p.m. and continues beyond 7:00 p.m. 	Dinner
24 hours	Travel period is a full 24-hour period determined by the time that the travel period begins and ends.	Breakfast, lunch, and dinner
Last fractional part of more than 24 hours	Travel period is more than 24 hours and traveler returns at or after 8:00 a.m.	Breakfast
	Travel period is more than 24 hours and traveler returns at or after 2:00 p.m.	Lunch
	Travel period is more than 24 hours and traveler returns at or after 7:00 p.m.	Dinner

CONSULTANT CRITERIA

The following general information clarifies OFP policy relative to consultant agreements and outlines the types of information needed to assist OFP in review of consultant agreements.

A consultant is an individual whose level or area of expertise relating to the target population extends beyond that possessed by project staff. The typical services provided by a consultant are advice on programmatic issues; e.g., group facilitation, in-service training, program design and development, etc. The use of consultants must be clearly defined in the work plan and must not be in lieu of the employees or volunteers.

Consultant fees should not exceed \$350 per eight (8) hour day (43.75 per hour). The negotiated fee is to be complete compensation.

At no time should a consultant's fee exceed the fee of a comparable State civil service classification, inclusive of all costs, but exceeding travel/per diem. The rate should be commensurate with the consultant's level of training, expertise and national recognition. Every effort should be made to negotiate the lowest possible cost.

If consultant fees exceed \$350 per eight (8) hour day, prior approval in writing by OFP will be required before the grantee will be reimbursed for any consultant services. The request for authorization must include:

All the particulars necessary to justify the necessity or desirability and the reasonableness of the cost.

An explanation of the bid process. For example, provide three competitive fee quotations or adequately justify the absence of bidding and provide a statement why the consultant was selected.

A provision stating: "The consultant agrees to comply with all terms and conditions and exhibits of the (name of prime grantee) grant award with the State of California, Office of Family Planning, Grant Award #_____."

Consultant services are to be used only for activities directly related to the project. The use of a consultant must be clearly defined in the Work Plan and Budget Justification. Grantee shall notify its contract manager of any proposed use of consultant agreements to ensure that appropriate state requirements are met regarding such agreements. Grantee shall maintain a copy of any MOU or subcontract entered into for the performance of the project and shall make it available for State examination.

SAMPLE
Budget Detail Worksheet
Youth Services Agency
Budget Year 1 (July 1, 2004 - June 30, 2005)

<u>Personnel</u>	<u>Salary Rate/Range</u>	<u>FTE %</u>	<u>Annual Cost</u>	
Project Director	\$2,400 - 3,000	0.5	\$ 18,000	*
Youth Counselor	\$1,800 - 2,400	1.25	\$ 36,000	
Project Assistant	\$1,700 - 2,000	1.0	\$ 24,000	*
Fringe Benefits (<u>20</u> % of Personnel Costs)			\$ 15,600	
Total Personnel and Benefits			\$ 93,600	
Operating Expenses				
General Expenses			\$ 1,200	*
Space Rental (150 sq. ft. x \$1.00 sq. ft. x 12 months)			\$ 1,800	
Printing			\$ 3,000	*
Equipment Rental			\$ 5,000	
Audit Costs			\$ 3,000	
Total Operating Expenses			\$ 14,000	
Equipment Purchases			\$ 0	
Total Equipment Purchases			\$ 0	
Travel and Per Diem				
TPP Program Annual Conference			\$ 1,500	
Regional Meeting			\$ 2,040	
Travel to Sites to Conduct Evaluation Activities			\$ 2,200	
State Approved Trainings			\$ 2,531	
Total Travel and Per Diem			\$ 8,271	
Subcontracts/Consultants				
XYZ Mentoring Agency, Inc.			\$ 5,500	
ABC Consultants @ \$350 per day x 1 day			\$ 350	
Subcontract for Evaluation			\$ 4,200	
Total Subcontracts/Consultants			\$ 10,050	
Other Costs				
Training Registration			\$ 500	
Educational Materials			\$ 2,698	
Subcontract Administration (Up to 5% of total amount requested)			\$ 503	
Participant Transportation			\$ 1,500	
Incentives			\$ 4,820	
Total Other Costs			\$ 10,021	
Indirect Costs (Up to 15% of Total Personnel and Fringe Benefits)			<u>\$ 14,040</u>	
Total Other Costs			\$ 14,040	
Total Amount Requested			<u>\$ 149,982</u>	

*Some costs are associated directly to evaluation activities.

BUDGET JUSTIFICATION SAMPLE

THIS BUDGET JUSTIFICATION SAMPLE IS PROVIDED TO GIVE THE AGENCY AN INDICATION OF THE DETAIL AND FORMAT REQUIRED TO JUSTIFY PROPOSED BUDGET FIGURES.

1. **Personnel - \$93,6000**

Project Director – (1 Staff)

\$18,000

\$3,000 per month X .5FTE X 12 months

This position will coordinate the project for the agency. Responsibilities include overall planning, supervision, development, training, report writing, fiscal and general coordination of project. Approves budget, invoices, ensures timely progress on grant obligations, responsible for local evaluation and other duties as required. Responsible for Scope of Work objectives 1 through 5.

Youth Counselor (2 Staff)

\$36,000

\$2,400 per month X .75FTE X 12 months = \$21,600

\$2,400 per month X .5FTE X 12 months = \$14,400

Develops and implements educational program on teenage pregnancy prevention. Responsible for Scope of Work objectives 2 and 3

Project Assistant – (1 Staff)

\$24,000

\$2,000 per month X 1FTE X 12 months.

Conducts intake of program participants, provides referrals, transports participants to needed services. Responsible for data input for local evaluation. Responsible for Scope of Work objectives 1 through 5.

FRINGE BENEFITS: (20% of Total Personnel and Benefits) - \$15,600

Fringe Benefits include the following: FICA, State Unemployment, State Disability Insurance, Worker's Compensation, health insurance benefits. Fringe benefits also represent regular compensation (based on percent of time on this project) paid to employees for vacation, sick leave, jury duty, military training, etc.

2. **OPERATING EXPENSE - \$14,000**

General Expenses:

\$1,200

Office supplies: pens, paper, folders, etc. Estimated \$25/month X 12months = \$300

BUDGET JUSTIFICATION SAMPLE

Communications: Monthly costs related to the telephone and FAX service estimated at approximately \$25/month X 12 months = \$300

Postage: Includes expenses for postage costs for general correspondence, event promotions and evaluation activities, estimated at approximately \$25/month X 12 months = \$300

Duplication: Includes expensed for internal, routine duplicating costs for correspondence, copying some program promotional materials, materials associated with evaluation activities, etc., estimated at approximately \$25/month X 12 months = \$300

Space Rental (250 square feet X \$1.00 per square foot X 12 months)	\$1,800
General Printing and printing associated with evaluation activities	\$3,000*
Equipment Rental	\$5,000
Audit Costs (2% of Annual Grant Amount)	\$3,000

3. Equipment Purchases - \$0**4. Travel and Per Diem - \$8,271**

Travel and per diem for program staff to attend Annual TPP Leadership Conference approx. \$750 x 2 staff = \$1,500; travel for regional meetings at approx. 200-250 miles/month X .34 per mile X 12 months x 2 staff = \$2,040; travel related to evaluation activities - approx. \$2,200; and, State approved trainings for three staff members three times per year at approx. \$281 x trainings x 3 staff = \$2,531.

5. Subcontracts/Consultants - \$10,050

XYZ Mentoring Agency, Inc. Subcontractor will provide mentoring services to program participants (Scope of Work Objective 3). \$5,500

ABC Consultants will provide assistance at regional meeting. \$ 350

Subcontract for Evaluation - Develop pre and post test tools, work with Evaluation Liasion on evaluation activities, and conduct focus groups. \$4,200

6. Other Costs - \$10,021

Training Registration and Fees - Includes registration costs and fees for meetings and conferences. \$ 500

Educational Materials - State approved curriculum, books, videos and other materials for educational programs relating to teen pregnancy prevention. \$2,698

BUDGET JUSTIFICATION SAMPLE

Subcontractor Administration -	\$ 503
Participant Transportation - Bus passes for outreach participants	\$ 1,500
Incentives	\$ 4,820
Items such as t-shirts, water bottles, hats, CD's, etc.	\$2,820
Food and refreshments for 3 parent/youth presentations. (Approx. 30 outreach participants at each presentation)	\$2,000

7. **Indirect Costs** (Not to exceed 15% of Total Personnel and Fringe Benefits) - **\$14,040**

Indirect costs include costs that accrue in the normal conduct of business that can only be partially attributable to performance of a grant (e.g., administrative expenses such as payroll handling, accounting/personnel expenses, liability insurance coverage, janitorial expenses, security expenses, legal representation, equipment maintenance, etc.) These are costs that a business would accrue even if they were not performing services for the State under a grant.

Total Project Costs (Includes Costs for Evaluation Activities)* - \$149,982

*Evaluation Activities - 10% - 15% of total amount requested. List a breakdown of those evaluation costs that have been included as part of the total budget.

Example at 10%:

Amount Requested: \$15,000

Personnel (Project Director)	\$ 4,600
Personnel (Project Assistant)	\$ 3,000
Subcontract for Evaluation	\$ 4,200
Operating Expenses (Printing and Duplicating)	\$ 1,000
Travel	\$ 2,200
Total	\$15,000

Curricula Guidelines

I. Purpose

The Office of Family Planning (OFP) requires that the implementation of **any curricula shall be reviewed and approved by OFP prior to use by MIP Projects**. This review is to ensure that the information contained in educational materials is appropriate and adequate.

II. Definitions

Terms

A **curriculum**: is a written plan with specific content designed to deliver information in an educational format. The curriculum is a method intended to facilitate a learning experience. The purpose of the learning experience is to effect a change in awareness, knowledge, attitude, belief, behavioral intent, and/or behavior of a specific target population in connection with a particular Strategy, as stated in the Male Involvement Project Scope of Work.

Evaluated curricula: is one that has been peer reviewed, field-tested, and published in at least one professional journal. The outcome objectives desired have been shown to be significant and effective with the target population(s).

Non-evaluated curricula: these curricula have been previously reviewed and approved by either the CCG, MIP, or MIP programs. These curricula have been previously developed and implemented for those programs only, but not evaluated as described above.

Modified curricula: curricula derived from a compilation of two or more evaluated curriculum for use by an educator, author or agency/institution for the purposes of adapting the content to more effectively address cultural, linguistic or the learning needs of a target population.

MIP funded agencies using evaluated or modified curricula must credit the original sources(s) used by citing the author(s) and publisher of those sources on the document. Agencies should be aware of existing state and federal statutes pertaining to copyright infringement.

MIP funds may not be used for the development or testing of non-evaluated or modified curricula.

-III. Curriculum Review Requirements and Approval Process

Review and approval of all proposed curriculum shall be conducted by OFP prior to its implementation. All MIP funded Lead Agencies are responsible for submitting copies of non-evaluated and modified curriculum that they, their subcontractors, and/or organizational partners intend to use in their Projects.

Once the finalized version is submitted, the anticipated time for review and approval is 30 days from date received. OFP reserves the right to extend that time in order to enter into negotiations with the Lead Agencies to revise or amend the proposed curricula submitted.

IV. Overall Standards

The following are minimal standards for the use of non-evaluated and modified curricula for both the lead agency and or funded subcontractors.

- 1) **The final version of the proposed curriculum needs to have proof of review and provisional approval by the Lead Agency.** Review and approval may come from several sources, such as the Project Collaborative or the School District and/or Principal of the schools if the curriculum is to be used at a school site(s).
- 2) **The curriculum should relay accurate information.** Pictures, charts, graphs, videos, and any other pictorial elements showing anatomy and/or physiology of the human body and organ referenced on the page(s) or credits shown on the document or product for the Project participants should be accurately portrayed in function, dimension, position, and relative size. The primary source(s) should be.
- 3) **Content covering topics that include statistical and other epidemiological data (such as symptoms, illness, disease rates, and risks) should be up-to-date.** Statistics cited should be referenced from the most recent data available from primary sources viewed as highly credible (i.e., governmental sources such as Centers for Disease Control and Prevention, State of California and universities and other scientific bodies, such as the New York Academy of Sciences). Statistics and other data cited should be referenced and documented with either the primary or secondary source.
- 4) **Curriculum content should state at least one overall goal and one learning objective.** All objectives should be clear and measurable. The desired change(s) in knowledge, attitudes, or behavior should be written at the beginning of the curriculum or at the start of each topic or section listed in the curriculum's table of contents.
- 5) **Curriculum content should be appropriate to the target population.** Written, pictorial, and electronic information should be appropriate to the learning needs of the target population in the following five (5) dimensions:
 - age,
 - culture/ethnicity,
 - literacy level/language,
 - developmental needs (physical, cognitive/mental, emotional and social), and risk level(s).
- 6) **The format should effectively address the learning needs of the target population.** The way that the curriculum is delivered should increase the likelihood that the educational content and materials will create the intended change in knowledge, attitudes, behavior. Format variation should be consistent with the learning needs of the target groups identified to receive the curriculum and listed in Item #5 above.

Examples of variation are: changing duration of sessions to match age-related needs (e.g. 12 year olds will attend an 4-week curriculum and 15 year olds will attend an 8-week curriculum); changing the intensity of sessions (e.g. 10-12 year olds will receive a 1 hour session and 13-15 year olds will receive a 1 1/2 hour session). Other examples of changing the materials to be used: 10-12 year olds may receive a more generalized presentation including a pictorial representation of the male and female anatomy and physiology while 12-14 year olds may receive a more realistic presentation, such as more detailed graphics, view three-dimensional models and a film/video.

- 7) Curriculum should address the consequences of teenage pregnancy.
- 8) Curriculum should address the prevention of teenage pregnancy.
- 9) Curriculum content shall not contain or include any word(s), phrases, sentences, and pictorial representation or cite any statements of a religious or sectarian nature, nor indirectly relate to any values or symbols of a religious or sectarian nature.

V. Additional recommendations

Although not required by MIP Projects, OFP acknowledges that the following criteria tend to enhance the "staying power" or retention of the educational messages, increasing the overall effectiveness of a curriculum (*Douglas Kirby, No Easy Answers, March 1997, page 7; Claire Brindis, et.al. Communities Responding to the Challenge of Adolescent Pregnancy Prevention, Volumes II and III, 1998*):

Curricula containing learning techniques or content that have been previously tested, established in the scientific literature, or otherwise determined to be successful in impacting sexual behavior, including the delay of sexual involvement for youth, young teens or contraceptive use for older teens.

Curricula containing a comprehensive focus (i.e. containing a combination of any of the following topics: self-esteem; decision-making; communication skills; interpersonal relations and/or assertiveness skill development).

Curricula including referrals to community resources for appropriate health and social services.

Curricula that includes a skill-building component in terms of how to access community/health resources.

VI. Essential elements of a OFP curriculum

The following elements should be identified and included in a curriculum:

- 1) Title
- 2) Author(s), publisher and date of publication, as appropriate.
- 3) Intended target audience.
- 4) Overall rationale for the development of the curriculum (e.g. to address a specific unmet learning need by a target population for a specific reason).
- 5) Overall educational goal(s) of the curriculum.
- 6) Learning objectives are stated and measurable.
- 7) Overall delivery time for each (age group) target population (e.g. optimal duration or sequencing of sessions for maximum results/outcomes).
- 8) Number and length of each session for each (age group) target population.
- 9) Number of participants (minimum and maximum that curriculum and format should allow).
- 10) Materials to be used (audiovisual, print and electronic).
- 11) Other formats available (e.g. specific age-groups, languages).
- 12) Instructor/facilitator guide, if applicable.
- 13) Qualifications/experience or recommended training of instructor in order to deliver curricula.
- 14) Successful experiences of agency or others that have used this or a similar curriculum with a comparable target population.
- 15) Expressed written permission from and credit to the author(s)/publisher(s) or primary source of curriculum(s) to use specific components of those curricula.

Letter of Commitment Guidelines

Letters of Commitment should document the applicant's ability to provide services to the target population(s) at agencies specified in the application. Letters should indicate the interest, cooperation, and specific support others in the community are prepared to offer in the implementation of the proposed project. The application must include Letters representing agencies and organizations serving youth in the selected target population, young males, family planning providers, ALFP providers, and other key agencies who will be collaborating in the planning and implementation of the teen pregnancy prevention program.

Letters should clearly describe how the organization will support the applicants' project including facilitating access to the target population under a specific strategy (Please list the specific Scope of Work strategy). Letters of Commitment from proposed subcontractors must specify responsibilities and how the agency or organization will deliver services or participate in the project. These letters must indicate the nature and extent of participation and proposed arrangement of services. Letters sent directly to the Office of Family Planning will not be considered for review.

SAMPLE**Memorandum of Understanding**

Between Lead Agency
and
XXXXXXXXXXXXX Agency

For the

From FY _____ to FY _____

The intent of this Memorandum of Understanding (MOU) is to (State purpose):

The MOU between _____ and _____ intends to work together toward the mutual goal of offering the Office of Family Planning, Information & Education Program, funded project aimed at preventing and/or reducing teen pregnancy in _____ by working with (Target population). To this end, each agency agrees to participate in the program, if implemented, by coordinating the following services:

Lead Agency will:

(List the specific activities that ABC Agency will provide)

For example:

1. Will pay XYZ Agency \$ _____ (time frame _____ upon satisfactory submission of detailed invoice/expenditures)
2. Work with XYZ Agency staff to develop recruitment plans and incentives to ensure maximum participation in the classes
3. Monitor quarterly progress
4. Pay quarterly invoice upon receipt of: match documentation, completion of pre/post tests survey (if applicable); timely submission of progress reports, and meeting projected target population as outlined in the Scope of Work (SOW).

XYZ Agency will:

(List specific activities XYZ Agency will provide)

For example:

1. Provide the use of their meeting room weekly
2. Recruit adolescents (#) to participate in these classes/sessions/workshops (See SOW)
3. Attend training/TPP Program Sponsored/workshops. Etc.
4. Provide ABC Agency with any information required in the evaluation of this project
5. Attend quarterly advisory committee meetings
6. Administer the Statewide Survey to participants
7. Will provide quarterly reports to ABC agency (include time frame/ specific dates)
8. Will cooperate with Statewide Evaluation and TPP local evaluator(s)
9. List SOW key strategies and expected results

Lead Agency reserves the right to suspend payment due to non-compliance, or terminate this agreement if subcontractor fails to meet one or more deliverables.

Signature of Executive Director of Lead Agency

Signature of Executive Director of XYZ Agency

Date

Date

GENERAL COMMUNITY PLANNING GUIDELINES

This document is provided as a resource only and **not** intended as a requirement.

I. Elements of a Plan

The purpose of community health planning is to develop a course of action that will guide the implementation of programs that effectively address a problem. The ultimate goal of this effort is to improve the health of the community and its residents.

Because many groups and individuals direct their time and energy toward this effort, the plan must clearly define:

- Problems to be addressed.
- Target population.
- Anticipated impact and outcomes resulting from interventions.
- Activities that will occur.
- A time table for major accomplishments.

J. Principles of Planning

Plan the process: Determine who should be involved, the data needed, resistance you might encounter, the factors that will enhance the success of the planning process, and a time frame for the process.

Plan with people: Involve both professionals, consumers, representatives, and the target population in the planning process. Opening the planning process up to a broad range of people expands your expertise, understanding of the problem, generates more ideas, and creates a sense of ownership and commitment to the plan as well as its implementation.

Plan with data: Utilize data on the problem, target groups, and current availability of services to drive resource allocation, distribution of services, and program design.

Plan for permanence: Planning is a time intensive task. To make the most of the effort, planners should think in terms of developing activities that will be institutionalized into the community. A community planning group should be formally established as a planning body with development of a mission statement, staggered terms, and a rotating chair.

Plan for priorities: Address those problems and programs that have the highest need and the greatest opportunity to make an impact.

Plan for impact and outcomes: Determine the knowledge, attitudes, beliefs, behaviors, skills, and services you want to impact with the initiative as well as the concomitant health or economic outcomes that are to be addressed.

Plan for evaluation: During the planning phase, determine that data needed to measure impact and outcomes, the methods to collect data, when to collect data, who will collect the data, and how the data will be used to modify the program.

Community Organization and Collaboration

Collaboration is the result of the joint effort by different groups working toward a common goal. Many agencies effectively collaborate with a variety of health and service providers on diverse activities such as development of referral systems, sharing space, sharing educational materials, sharing information and technical assistance, jointly developing materials or implementing activities, and by participating in community policy making and planning.

For the purposes of developing a collaborative prevention program, existing relationships may need to be strengthened while other relationships with voluntary agencies, target groups, and service delivery channels may need to be established. From the conception of the plan through its implementation and evaluation, a wide variety of abilities and expertise are needed. By expanding planning and implementation activities to the widest group possible, the agency's scope of expertise and sphere of influence is greatly expanded. Influence and rapport with the various target groups, community leaders, media, the community at large, and funding sources are important factors to the successful implementation of any community health initiative.

Advantages to Collaboration

- Collaboration increases the likelihood that members of the target audience will come into contact with someone working on issues being addressed. Development of these social networks is crucial to the program's success as they are more likely to result in adoption of new beliefs and behaviors than vertical dissemination of messages.
- Messages promoted through multiple sources are more effective at changing community norms. When communication channels are dominated with the belief that certain target behavior is unacceptable, then the public perceives the position being advocated is held by the majority of the community. Opposition is less likely to be voiced because individuals fear social isolation.

Program Planning with the Logic Model

The Office of Family Planning is recommending the use of the Logic Model to plan and design local Information & Education Programs. The use of this model will assist programs to develop a logical sequencing or linking of the project's goal(s) with objectives, strategies chosen, and activities to support strategies and the indicators chosen for local evaluation. The Logic Model is a planning and design method used to assist applicants in this project development process.

The logic model should incorporate and support the elements in the design of the Project Work plan:

- Community assessment (including needs and assets).
- The mission of the lead agency and its project partners.
- The collaborative mission of the project, as appropriate.

The **purpose** of the logic model is to:

Help people design and implement effective programs that actually change particular behaviors. Logic models are concise, causal descriptions of the mechanisms through which specific program activities can affect behavior.¹

Program planning with the logical model **will help to:**

- **Organize and clarify thinking about how interventions will change behavior.**
- **Encourage one to think precisely, causally and realistically.**
- **Incorporate findings from theory and research.**
- **Provide clear guidance for what program activities to implement.**
- **Provide guidance for developing Scope of Work and program evaluations.**
- **Provide a clear rationale for program activities.**
- **Link key program activities to key determinants of important behaviors, the behaviors themselves, and outcome goals.²**

The **four (4) steps** to create a logic model are:

1. Identify the specific behavior(s) and/or goals to be changed.
2. Identify the specific risk and protective factors for each identified behavior. There are currently identified 43 risk and protective factors (antecedents) for adolescent sexual behavior, use of contraception, pregnancy and childbearing.³
3. Select specific determinants to be addressed by the intervention.
4. Identify the particular intervention activities that have sufficient strength to improve each selected determinant.⁴

¹ Doug Kirby, Logic Models: A useful tool for designing, strengthening and evaluating programs to reduce adolescent pregnancy, September, 2000

² Ibid.

³ D.Kirby, Important Antecedents of Adolescent Sexual Behavior, Use of Contraception, Pregnancy and childbearing, September 2000

⁴ Opcit.

TeenSMART (TS) and TeenSMART Outreach (TSO) Agencies

<p>ASIAN HEALTH SERVICES 818 Webster Street Oakland, CA 94607-4220 (510) 986-6830 Sherry Hirota</p>	TS and TSO
<p>ASIAN PACIFIC HEALTH CARE VENTURE, INC. 1530 Hillhurst Avenue, Suite 200 Los Angeles, CA 90027-5516 (323) 644-3880 x 254 Kazue Shibata</p>	TS and TSO
<p>CHINATOWN SERVICE CENTER 767 North Hill Street, Suite 400 Los Angeles, CA 90012-2381 (213) 972-8840 x. 10 Vicky Wong</p>	TS
<p>CITY AND COUNTY OF SAN FRANCISCO 30 Van Ness Avenue, Suite 260 San Francisco, CA 94102-6080 (415) 575-5670 Liz Rojas-Colville</p>	TS
<p>CITY OF BERKELEY-COMPREHENSIVE FAMILY PLANNING 830 University Avenue Berkeley, CA 94710-2044 (510) 644-6022 Fern Kaukonen</p>	TS
<p>CLINICA SIERRA VISTA 1430 Truxtun Avenue, Suite 400 P.O. Box 1559 Bakersfield, CA 93302-1559 (661) 635-3050 Stephen Schilling</p>	TS and TSO
<p>CLINICAS DE SALUD DEL PUEBLO, INC. 1166 K Street Brawley, CA 92227-2737 (760) 344-9951 Arturo Hernandez</p>	TS and TSO

Please Note: This is a listing of the main agencies. The main agency may have various sites.
2/26/2004

<p>COMMUNICARE HEALTH CENTERS 2040 Sutter Place P.O. Box 1260 Davis, CA 95617-1260 (530) 753-3498 Robin Affrime</p>	TS and TSO
<p>COMMUNITY MEDICAL CENTERS, INC. dba ESPARTO FAMILY PRACTICE 131 West A Street, Suite 1 Dixon, CA 95620-3437 (707) 678-6227 Linda L. Winn, RN</p>	TS
<p>COUNTY OF BUTTE DEPARTMENT OF PUBLIC HEALTH 695 Oleander Avenue Chico, CA 95926-3924 (530) 895-6565 Carmen Ochoa</p>	TS and TSO
<p>COUNTY OF KINGS HEALTH DEPARTMENT 330 Campus Drive Hanford, CA 93230-4375 (559) 582-2795 Kathy Mittleider</p>	TS and TSO
<p>COUNTY OF MARIN DEPARTMENT OF HEALTH & HUMAN SERVICES 361 Third Street, Suite E San Rafael, CA 94901-3541 (415) 499-6852 Jan Johanson</p>	TS
<p>COUNTY OF NEVADA PUBLIC HEALTH DEPARTMENT 10433 Willow Valley Road, Suite B Nevada City, CA 95959-2367 (530) 265-1659 Henry Foley</p>	TS
<p>COUNTY OF PLUMAS HEALTH DEPARTMENT P.O. Box 3140 Quincy, CA 95971-3140 (530) 283-6346 Sandy Norton</p>	TS
<p>COUNTY OF SACRAMENTO DEPARTMENT OF HEALTH AND HUMAN SERVICES 3701 Branch Center Road, Room 202 Sacramento, CA 95827-3807 (916) 875-5701 Violet McKee, M.D.</p>	TS

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COUNTY OF SAN BERNARDINO DEPARTMENT OF PUBLIC HEALTH FAMILY PLANNING 351 North Mountain View San Bernardino, CA 92415-0010 (909) 387-6223 James Felten	TS and TSO
COUNTY OF SAN LUIS OBISPO HEALTH DEPARTMENT P.O. Box 1489 San Luis Obispo, CA 93406-1489 (805) 781-5505 Pam Dudley	TS
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EAST VALLEY COMMUNITY HEALTH CENTER, INC. 420 South Glendora Avenue West Covina, CA 91790-3001 (626) 771-0075 Alicia Thomas	TS
E.O.C. HEALTH SERVICES OF SAN LUIS OBISPO COUNTY, INC. 1030 Southwood Drive San Luis Obispo, CA 93401-5813 (805) 544-4355 x 100 Elizabeth Steinberg	TS and TSO
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FAMILY PLANNING, INC. OF SHASTA COUNTY 2460 Athens Avenue Redding, CA 96001-2815 (530) 241-9608 John Truitt	TS and TSO
FRESNO COUNTY ECONOMIC OPPORTUNITIES COMMISSION 1920 Mariposa Mall, Suite 300 Fresno, CA 93721-2504 (559) 263-1010 Roger Palmino	TS and TSO

HUNTINGTON BEACH COMMUNITY CLINIC 8041 Newman Avenue Huntington Beach, CA 92647-7034 (714) 842-2829 x 220 Marguerite Whitford	TS
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LA CO. DEPT. OF HEALTH SERVICES, USC MEDICAL CENTER 1240 North Mission Road, Room L-1044 Los Angeles, CA 90033-1019 (213) 226-3115 Linda Chan, RN	TS
LA CLINICA DE LA RAZA 1515 Fruitvale Avenue Oakland, CA 94601-2322 (510) 535-4017 Jane Garcia	TS
LINDA VISTA HEALTH CARE CENTER 6973 Linda Vista Road San Diego, CA 92111-6339 (858) 279-9675 Robyn Primo	TS
MISSION CITY COMMUNITY NETWORK, INC. 15206 Parthenia Street North Hills, CA 91343-5305 (818) 895-3100 x 602 Jesus Trigo	TS and TSO
NATIONAL HEALTH SERVICES, INC. 277 East Front Street P.O. Box 917 Buttonwillow, CA 93206-0917 (661) 764-6075 Eydie Abercrombie	TS
NORTH COUNTY HEALTH SERVICES 150 Valpreda Road San Marcos, CA 92069-2973 (760) 736-6754 Carol Mudgett	TS and TSO

Please Note: This is a listing of the main agencies. The main agency may have various sites.
2/26/2004

OPERATION SAMAHAN, INC.
2835C Highland Avenue
National City, CA 91950-7412
(619) 477-4451
Joel H. San Juan

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Los Angeles, CA 90015-3023
(213) 746-1037
Chona de Leon

TS

PIONEERS MEMORIAL HOSPITAL DISTRICT
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El Centro, CA 92243-4742
(760) 337-3000
Philip Shirey

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San Jose, CA 95126-2203
(408) 297-7532
Linda Williams

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Orange, CA 92866-3425
(714) 744-9764
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San Diego, CA 92108-3540
(619) 881-4550
Theresa Pollock

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2185 Pacheco Street
Concord, CA 94520-2309
(925) 676-0505
Heather Saunders Estes

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Los Angeles, CA 90023-1856
(323) 268-1107
Patricia Costales, LCSW

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P.O. Box 769
Redway, CA 95560-0769
(707) 923-2783
John Zubro, RN, NP

TS

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(661) 257-7892
Cheryl Laymon

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Manhattan Beach, CA 90266-6221
(310) 318-2521
Pilar Mora

TS

SOUTHWEST COMMUNITY HEALTH CENTER

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Santa Rosa, CA 95407-6793
(707) 284-9888 x105
Rory Gibbens-Flores

TS

THE LOS ANGELES FREE CLINIC

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Los Angeles, CA 90048-3401
(323) 653-8622 x 325
Anita Nelson

TS

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

3333 California Street, Suite 315
San Francisco, CA 94143-0962
(415) 206-4692
Tina Raine

TS and TSO

TRI-CITY HEALTH CENTER

39500 Liberty Street
Fremont, CA 94538-2211
(510) 770-8133 x 121
Lisa Hardy

TS

VISTA COMMUNITY CLINIC

1000 Vale Terrace Drive
Vista, CA 92084-5218
(760) 631-5000 x 4
Dorothy Lujan

TS

Advance Payment Provisions

1. Advance Payment Authority and Limitation

- A. Pursuant to Section 14502 of the Welfare and Institutions Code, DHS may authorize one annual advance payment each state fiscal year in an amount not to exceed twenty-five percent (25%) of the Grantee's annual grant budget(s).
- B. If the funding is increased by amendment in any year, DHS may authorize subsequent advance payments on those amounts provided said cumulative advances do not exceed twenty-five percent (25%) of the Grantee's annual grant budget.

2. Conditions for Receiving an Advance Payment

No advance payment shall be issued until:

- A. The agreement has been approved and fully executed.
- B. The Grantee has met DHS advance payment eligibility requirements and has submitted proof of eligibility as required by DHS (i.e., proof of nonprofit status and need for advance funds).
- C. The Grantee has obtained a Commercial Blanket Fidelity Bond equal to or in excess of the amount of the advanced funds. The California Department of Health Services shall be the loss payee on said fidelity bond.
- D. The prior year advance payment issued by the funding program under this agreement, if any, has been fully liquidated or repaid in full. At no time may the sum total of any advance payment exceed 25 percent of the total annual agreement amount.

3. Separate Bank Account / Management of Funds

- A. Advanced funds received from DHS must be deposited in an account:
 - 1) Managed by a bank or financial institution that is a member of the FDIC.
 - 2) That is interest bearing.
 - 3) Separate from other fund accounts of the Grantee.
- B. Grantee must forward one set of bank signature cards for this account to the DHS Program Contract Manager assigned to this agreement. One copy of any new signature cards must be forwarded to the DHS Program Contract Manager whenever changes are made to the persons named on the bank signature card within the term of the agreement. The bank signature cards must:
 - 1) Be signed by one or more persons in the Grantee's organization who are

Advance Payment Provisions

authorized to withdraw funds.

- 2) Indicate that Grantee withdrawals shall be by check only.
 - a. Grantee withdrawals do not require countersignature by DHS.
- 3) Indicate that DHS withdrawals shall be accompanied by a written DHS directive and be issued by check only and made payable to the California Department of Health Services.
 - a. Said written directive from DHS shall indicate the Grantee is in default of its contractual obligations or indicate that cancellation or termination of the agreement is imminent or has been initiated.
 - b. DHS withdrawals do not require countersignature by the Grantee.
- C. The Grantee shall transmit to the DHS Program Contract Manager a copy of an agreement letter from the bank or financial institution in which the bank account is established, clearly setting forth the special character of the account, the responsibilities of the bank there under, and whether or not the account is interest bearing. The agreement letter should, at a minimum, indicate:
 - 1) DHS' agreement number,
 - 2) Name, address of bank or financial institution, and bank account number,
 - 3) If the bank or financial institution is a member of the FDIC,
 - 4) If the account is interest bearing,
 - 5) That the purpose of the account is to only to receive and disburse monies advanced to the Grantee by DHS,
 - 6) Grantee shall only make withdrawals by check,
 - 7) Bank or financial institution agrees to take the following action upon receipt of a written directive from the California Department of Health Services indicating the agreement has been or will be cancelled or terminated or that the Grantee is in default:
 - a. Withhold further withdrawals from the account by the Grantee and/or its designees, and
 - b. Allow DHS designees, named within the directive, to withdraw any and all funds in the above referenced account by check made payable to the California Department of Health Services.

Advance Payment Provisions

- 8) Bank disclaimers if deemed appropriate such as the bank will not be responsible for withdrawals meeting the above criteria and/or subsequent use of those funds.
- D. Within thirty (30) calendar days of receiving an advance payment from DHS, the Grantee must:
 - 1) Notify DHS in writing that the advanced funds have been placed in an account meeting the requirements stipulated in paragraph 3.A. above.
 - 2) Submit copies of the account signature cards as indicated in paragraph 3.B. above.
 - 3) Submit an agreement letter from the bank or financial institution clearly setting forth the special character of the account as indicated in paragraph 3.C. above.

4. Fidelity Bond Requirements

- A. The Grantee must obtain a Commercial Blanket Fidelity Bond equal to the amount of the advanced funds.
- B. The California Department of Health Services shall be the loss payee.
- C. Said Bond shall be maintained until all advanced payments have been fully liquidated, offset, or repaid to DHS.
- D. The Grantee shall submit proof of said documentation to DHS, upon request.

5. Disbursement of Advanced Funds by DHS

Advance payments issued by DHS shall be made by check. Checks shall be payable to the Grantee as named on agreement and shall be marked "For Deposit Only".

6. Use of Advanced Funds

Advanced funds shall be used solely for the purpose of making payments for allowable costs incurred under the terms and conditions of this agreement.

7. Returning Interest Earned on Advanced Payments

- A. Any interest accrued from funds advanced under this agreement shall be identified and returned to DHS by:
 - 1) June 30th of the fiscal year in which the advance was issued, or
 - 2) Prior to the expiration or termination of said agreement if the agreement expires

Advance Payment Provisions

or is terminated prior to June 30th.

B. Place the following information on the face of the interest warrant:

- 1) DHS agreement # _____
- 2) Interest Earned on Advance Payment Account -- Fiscal Year ____/____.

C. Label and address each interest warrant as follows:

California Department of Health Services
Accounting Section
P.O. Box 997413
Sacramento, CA 95899-7413

8. Liquidation of Advanced Funds

A. Unless otherwise stipulated in this agreement, advanced funds shall be liquidated:

- 1) No later than June 30th of the fiscal year in which the advance was issued, or
- 2) Prior to the expiration or termination date or at the time of termination if the agreement expires or is terminated prior to June 30th,
- 3) According to the repayment schedule that is determined by DHS and confirmed in writing to the Grantee.

B. If any advanced funds have not been liquidated upon completion or termination of this agreement, the balance thereof shall be:

- 1) Promptly paid by the Grantee to DHS upon demand, or
- 2) Deducted from any sum otherwise due to the Grantee from DHS, or
- 3) Deducted from any sum that may become due to the Grantee from DHS.

9. Return / Repayment of Advanced Funds

A. The Grantee may, at any time, repay all or any part of the Advanced Payment.

B. DHS may, at any time, demand full repayment of any unliquidated balance. Upon receipt of such demand, The Grantee shall promptly repay the unliquidated balance.

10. Default Provisions

A. The State, without limiting any rights which it may otherwise have, may in its sole discretion, and upon written notice to the Grantee, withhold further payments under

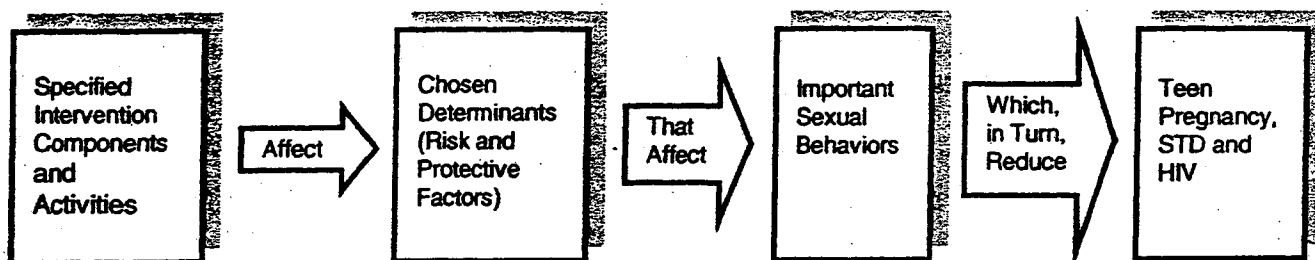
Advance Payment Provisions

this agreement, and/or demand immediate repayment of the unliquidated balance of any Advance Payment hereunder, and/or withdraw all or any part of the advance payment balance in the identified bank account, and/or terminate this agreement upon occurrence of any of the following events:

- 1) Termination of this agreement.
- 2) A finding by DHS that the Grantee:
 - a. Has failed to observe any of the covenants, conditions, or warranties of this exhibit,
 - b. Has failed to comply with any material provision of this agreement,
 - c. Has failed to make satisfactory progress/performance in completion of the terms and conditions of this agreement,
 - d. Is in such unsatisfactory financial condition as to endanger performance of this agreement,
 - e. Has allocated resources for the performance of this agreement that DHS believes are substantially exceeding the reasonable requirements for performance of this agreement,
 - f. Is delinquent in payment of taxes, subcontractors, or any other cost of performance of this agreement in the ordinary course of business.
- B. Appointment of a trustee, receiver or liquidator for all or a substantial part of the Grantee's property, or institution of bankruptcy, reorganization arrangement of liquidation proceedings by or against the Grantee.
- C. Service of any writ of attachment, levy, or execution or commencement of garnishment proceedings.
- D. The commission of an act of bankruptcy.

BDI LOGIC MODELS:

A Useful Tool for Designing, Strengthening and Evaluating Programs to Reduce Adolescent Sexual Risk-Taking, Pregnancy, HIV and Other STDs



by

Douglas Kirby, Ph.D
ETR Associates

Version: February 13, 2002

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*Note: This is a work in progress. Periodically I update and add to this manuscript. However, because of multiple requests, I am making it available to people as I do this. If you request permission, I will give you permission to photocopy this paper, but I may want to send you the latest version.

Introduction

When a community is faced with a particular health problem, such as a high teenage pregnancy rate or a high STD rate, that community can implement promising strategies to address that health problem. Probably the single most promising strategy involves implementing one or more interventions that have already been developed, evaluated with rigorous research, and demonstrated to have a desired behavioral impact on a population similar to the community's target population. For example, a community might implement with fidelity specific sex or HIV education curricula that have been demonstrated to be effective with similar populations. Another, somewhat similar and promising strategy involves implementing an intervention with the *common qualities* of programs that have been demonstrated to be effective with similar populations. For example, communities might implement curricula that have the common qualities of effective sex and HIV education curricula. However, sometimes neither of these strategies is feasible for a variety of reasons X effective programs may not exist for similar populations, required resources may not be available, community values may be inconsistent with those of the effective programs, or the community may have other needs or goals that bear upon the problem.

When it is not possible to implement either of these strategies, then a third promising strategy involves designing *new* interventions using the *process* that many people have previously used to design new and effective programs. That process includes the development of a particular type of logic model, called BDI logic models. These logic models can be an effective tool in the design and evaluation of these intervention. They are the topic of this paper.

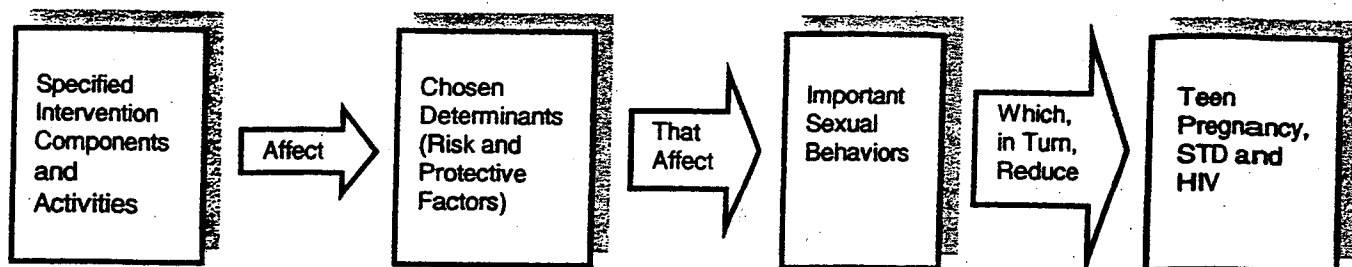
What are logic models and specifically BDI logic models?

Logic models are clear, concise, causal descriptions of the mechanisms through which specific interventions can affect behavior and thereby achieve a health goal. They should be based upon the best available evidence. One might think of them as road maps specifying the causal pathways between programs and behaviors. Logic models can also portray the *Atheories* of change¹ that people sometimes develop for interventions. Logic models are also called causal models or path models¹. Logic models can provide a framework for program planning and implementation and for program measurement and evaluation. Thus, they can help people design and implement more effective programs and then more precisely measure program implementation and impact.

¹ For readers familiar with logframe models, logic models are similar to, but different from, logframe models. Logframe models typically do not identify the determinants of behavior (as do BDI logic models), but do identify the steps for implementing a program. When developing a logframe model, it would be useful to develop a BDI logic model first.

While there are many types of logic models, some logic models include a specification of 1) the health goal to be achieved, 2) the *behaviors* that need to be changed to achieve a health goal, 3) the *determinants* of each of those behaviors, and 4) the *intervention* components or activities designed to change each selected determinant. Henceforth, this paper will refer to these particular logic models as behavior-determinant-intervention logic models, or ABDI models \equiv for short. BDI models must also include the causal linkages among the health goal, the behaviors affecting that goal, their determinants, and their respective intervention components. That is, they specify which particular intervention components affect which determinants that in turn affect which behaviors that achieve the health goal.

These components of a BDI logic model can be depicted graphically as follows:



Although this depiction has grouped intervention components, determinants, behaviors and health outcomes into each of their respective boxes, in fact, an actual BDI logic model must specify separately the interventions designs to affect each of the determinants, the determinants that affect each of the behaviors, etc. This is done in the figures at the end of this paper.

While many logic models include these four components, they sometimes use different words to describe them. Some may use the language of *A*interventions, \equiv *A*determinants, \equiv *A*behaviors, \equiv and *A*health goals, \equiv while others may refer to *A*activities, \equiv *A*short-term objectives \equiv and *A*long-term outcomes \equiv , or *A*processes, \equiv *A*outcomes, \equiv and *A*impacts \equiv

There are also other variations among these BDI models. Some include only these four minimum components, while others may specify far more complex causal models, with some determinants of behavior affecting other determinants, and a few BDI models may even acknowledge reciprocal causality (e.g., determinants may affect behaviors *and* vice versa). Some BDI models may target youth, while others target adults or people of any age. In fact, BDI logic models can even be used effectively to change the behavior of other species. In general, they are useful whenever one needs to change animal behavior in order to achieve some desired outcome. Furthermore, some models describe individuals, while others describe groups or communities or entire countries. Some may describe the impact of large multi-component programmatic initiatives upon major goals, while others describe the impact of specific activities upon particular behaviors. BDI models are sufficiently flexible and robust to handle all these situations. However, by definition, BDI models must include some version of the same basic concepts, and specify the causal linkages among program activities, the intermediate determinants, the behaviors that lead to a health goal, and, of course, the health goal.

How can BDI logic models be useful to you?

When addressing a general health problem (e.g., teen pregnancy or STD), some health practitioners consider those problems and then begin focusing directly on program activities, believing that their knowledge of Abest practices≡ from previous experience will produce the desired outcomes (Green & Kreuter, 1999). Although knowledge of best practices should always inform the development of interventions and logic models, simply identifying best practices to achieve a health goal is often not the most effective process for designing interventions to achieve a health goal. Instead, it is more effective to create a BDI model X to specify the health goal and to then focus attention first on the behaviors to be changed, then the determinants of those behaviors, and finally the interventions needed to change those determinants. This increases the chances that the intervention components will have the desired behavioral impact and will achieve the health goal (Green & Kreuter, 1999). Knowledge of Abest practices≡ should help shape or describe the intervention activities designed to change the determinants, but they should be considered only after the behaviors and determinants have first been identified and selected, and then those best practices which address the selected determinants should be selected.

BDI models can serve a variety of useful functions. In general, they provide a framework for the development of more effective programs and for the evaluation of those programs. More specifically, if developed properly and used properly, BDI models can:

- Link key intervention components and activities to key determinants of important behaviors, the behaviors themselves, and health goals.
- Make explicit the implicit theories behind programs and thereby provide a clear rationale for program activities, a rationale that will facilitate funding and provide guidance to program staff or to different organizations involved in the initiative.
- Encourage program designers *and* program implementors to recognize the complexity of reality, but also to focus on the most important program elements, determinants and behaviors.
- Guide both the design of a program and the refinement of an existing program.²
- Help determine what additional information needs to be gathered or what research needs to be conducted in order to design or improve a program.
- Encourage evidence-based programming.
- Provide guidance to evaluators on which process and outcome indicators to measure.
- Reduce unreasonable pressure to demonstrate impact upon a health goal, if effects upon important determinants or health behaviors are demonstrated.

² Logic models can be a particularly useful tool when using participatory learning and action research strategies for bringing different groups in a community together to design new interventions that address the needs of youth. They can summarize in an organized manner some of the thoughts expressed by different groups.

- Help health educators and researchers realize that they, in fact, do not know which determinants are the most important determinants of behavior, and thereby stimulate appropriate research to identify the most important determinants.
- Provide the foundation for the cumulative building of theory and understanding of what works and why it works.
- And ultimately, help programs serve people more effectively and efficiently and thereby improve the use of limited resources and more effectively achieve health goals.

This paper now describes a process for actually creating BDI models and provides examples of them.

Important Elements and Steps in Creating BDI Logic Models

Creating BDI models means creating causal models. It is a tradition in social science research models to have the direction of causality proceed from left to right, and that tradition is often maintained in logic models, including BDI models. Thus, because intervention activities affect behavioral determinants that in turn affect behaviors that affect one or more health goals, intervention activities are written on the left and health goals on the right. Thus, when the BDI logic model is completed, one can read it from left to right as we normally do. However, given that health goals must be specified first and intervention activities last, when creating BDI models, we must start on the right and work left, a process that may feel counterintuitive.³

Creating a logic model involves completing four basic steps:

1. Identify and select the health goal(s) to be achieved,

³ Aside from convention, there is no reason why the direction of causality cannot be the opposite direction (from right to left), in which case we would start on the left with the behaviors and work to the right. This paper, however, follows convention.

Logic models can be classified as either Abackwards≡ logic models or Aforward≡ logic models according to the direction in which they are created. (Thus, these labels do not have any pejorative connotations.) Backwards logic models are called Abackwards≡ because they involve starting at the right with the health goal and then the behaviors and working Abackwards≡ to the left. Forward logic models are called Aforward≡ models because they involve starting with the program, thinking about the all program=s consequences and working progressively to the right.

Whether one works backwards or forward may have a dramatic impact upon the model. Nevertheless, both backwards and forwards logic models can be useful. If a group=s goal is to achieve a particular health goal, then it should start with that health goal and work backwards to the left. If a group=s goal is to justify an existing program by demonstrating how it will affect multiple behaviors and goals, then it should start with the programs and work forwards to the right. Sometimes when groups are trying to explain how a particular program will achieve a particular health goal, they may work both left and right while developing a model.

2. Identify and select the behaviors to be targeted that affect the selected health goal,
3. Identify and select the determinants to be targeted of the selected behaviors, and
4. Identify and select the interventions to be implemented that will affect the selected determinants.

Notice that within each of these four basic steps there are typically two generic sub-steps or tasks, namely, 1) *identifying* the broader range of possible health goals, behaviors, determinants and intervention activities, as the case may be, and 2) *selecting* the specific health goals, behaviors, determinants, and intervention activities that will form part of the logic model. All of this is described more fully below.

Step #1: Identify and select the health goal(s) to be achieved.

Often, people developing health promotion interventions have one or more clear health goals in mind (e.g., reducing teen pregnancy, reducing teen STD, or reducing teen substance abuse). When this is the case, they may merely need to write this goal down.

However, if the important health goal(s) are not clear, or if there is a lack of consensus about which goals should be targeted, then the people designing the interventions and creating the BDI model may need to identify a broader range of health goals and then select one or more goals that will be the focus of the logic model and ultimately the interventions.

To help identify a broader range of health goals and select a specific one, people may need to collect data on what health problems most diminish quality of life, what problems are currently being addressed, and what resources are available, and then reach consensus on the important health goal(s) to be targeted.

Answering the following questions may help identify the goal(s) and population(s) to be targeted:

- What are the key health and development issues facing different target populations?
- How severe or critical is each of them? How negative are the consequences?
- How prevalent is each of them?
- What is the mandate of your organization?
- Given reasonable resources at your disposal, which health goals can you affect?

When specifying the health goal, the target population should also be specified, e.g., Reducing the teen pregnancy rate among teenagers in a specific community. This is important, because what is specified in the steps below may vary with the population being targeted. The target population may be identified by its health behaviors or by other characteristics such as, age, sex, ethnicity, income level, or area of residence.

Step #2: Identify and select the specific behavior(s) that directly affect the particular health goal.

After selecting a health goal, it is important to identify all the important behaviors that directly affect that health goal, and to then select some (or all) of these behaviors to ultimately address. When identifying and selecting behaviors, it may be helpful to answer the following questions:

- X What are the behaviors that directly cause or affect a health goal?
- X Which have the greatest causal impact upon the health goal?
- X Which are the most frequent or prevalent?
- X What other factors should affect the decision about which behaviors to target?

If the overall goal of a project is to decrease teen pregnancy, then A reducing the frequency of sex (through delaying sex and reducing the frequency of sex among those who have sex) and increasing use of contraception are the important behaviors leading to that goal (see Figure 1). If the overall goal of a project is to decrease teen sexually transmitted disease, then reducing the frequency of sex (again through delaying sex and reducing the frequency of sex among sexually experienced teens), reducing the number of sexual partners (both by delaying sex and reducing the number of partners among sexually experienced teens), increasing the correct and consistent use of condoms, and increasing tests and treatment for STD, are important behaviors leading to that goal. Finally, in another realm, if an overall goal is to reduce the prevalence of smoking, then there are three behaviors that can lead to this goal: reducing the number of people who begin to smoke, reducing the frequency of smoking among those who do smoke, and increasing the number who stop smoking.

It is important that the behaviors selected *directly* affect the health goal. For example, as shown in Figure 1, the initiation of sex, the frequency of sex, and the use of contraception all directly affect pregnancy. Although alcohol and drug use are indirectly related to pregnancy, they do not directly cause pregnancy. Rather, they may affect initiation of sex, frequency of sex and/or use of contraception, which in turn affect pregnancy. Thus, drug and alcohol use should not be included among the behaviors that cause pregnancy, but instead should be included among the determinants of initiation of sex, frequency of sex, and use of contraception. (Determinants are discussed further below.)

It is very important to identify rather precisely the specific behavior(s) that must be changed to achieve an agreed upon goal. A Delaying the onset of intercourse and A increasing use of condoms are sufficiently precise, while A decreasing unprotected sex may be insufficiently precise, because there are multiple ways to reduce unprotected sex X by delaying sex, reducing the frequency of sex, and increasing condom or contraceptive use X and each may involve different determinants and different interventions. Similarly, A reducing the initiation of smoking or A increasing smoking cessation are sufficiently precise, whereas A reducing smoking may not be sufficiently precise because there are multiple ways to do this, and preventing people from beginning to smoke may require different interventions than helping people to stop smoking.

As these examples suggest, sometimes the precise and important behaviors that affect an overall goal can be logically identified or are already known from research. If they are known, then, of course, they should be used in the creation of BDI models.

However, the *relative* impact of specific behaviors upon a selected goal may not always be known. For example, if the goal is to reduce adolescent STD/HIV, the relative impact of delaying sex, reducing the frequency of sex, reducing the number of sexual partners, reducing the number of casual partners, increasing the use of condoms, or increasing testing and treatment for existing STDs might not be known for a particular target population. Thus, additional research is sometimes needed to more fully inform even the selection of important behaviors. Because of the time and resources required to complete such research, and also because of the common urgency to begin developing effective programs before definitive research is completed, people developing programs sometimes have to make an educated guess as to which behaviors are the most important and should be addressed by programs. While program designers create interventions based upon assumptions about the most important behaviors, researchers should conduct the necessary research to confirm which behaviors, indeed, are the most important in achieving a particular health goal.

When deciding which behaviors should be ultimately be targeted by programs, sometimes additional criteria must affect the choice. When this is true, it should be reflected in this step of the development of the logic model. For example, the values of a community may dictate that programs focus only upon delaying sex rather than upon both delaying sex and increasing contraceptive use. If this is the case, then only delaying sex would be kept in the model and would be the focus of the steps that follow below.

Step #3: Identify and select specific determinants (risk and protective factors) for each selected behavior.

Given the specific behaviors to be changed, then the important determinants of each of those behaviors need to be identified. After most important determinants have been identified, specific ones meeting certain criteria should be selected.

ADeterminants \equiv are the factors that affect whether or not people engage in specified behaviors. That is, the determinants of behavior have a causal impact upon behavior. They should include both risk factors and protective factors. Sometimes people focus upon only risk factors and ignore important protective factors. They may thereby inadvertently paint an excessively negative picture of the population being targeted and may ignore protective factors that could be strengthened to help people avoid risk behavior. Conversely, given the current popular emphasis upon protective factors, sometimes people may focus only on protective factors and ignore important risk factors. Doing this can also reduce program effectiveness. When designing programs, it is often productive both to build upon and enhance strengths and to address weaknesses.

Initially, at least, it is important to identify determinants in different domains, e.g., characteristics of the individuals targeted as well as characteristics of their environments, including their peers, families, schools, and communities more generally.

Thus, when identifying potentially important determinants, it may be helpful to answer the following questions:

- What are the risk and protective in different domains that most strongly affect each behavior?
- What is the evidence for each of these factors?

Furthermore, given that important determinants often lie in different domains, experience suggests that it is important to involve people from these different domains when identifying potentially important determinants. Often people in different domains will have different perspectives on which possible determinants may, in fact, be important.

Figure 2 presents a comprehensive model of probable determinants⁴ affecting behaviors specified to reduce teen pregnancy in Figure 1. This means that it includes lists of risk and protective factors that affect their associated sexual behaviors. Figure 2 is divided into multiple pages simply for ease of presentation. However, it is actually a single model. It is also just an example.

It is a model of probable determinants in one just one country X the United States. Other countries and specific communities within the United States undoubtedly have additional or different determinants. However, all of these determinants have been identified by one or more research studies (Kirby, 2001). Some of these determinants undoubtedly have a much greater impact upon the sexual behaviors than do other determinants.

⁴ All of the "probable determinants" identified in Figure 2 have been demonstrated to be correlated with their respective sexual behaviors and they logically precede those behaviors. Thus, they probably, but not necessarily, affect those behaviors.

As depicted in Figure 2, teen pregnancy can be reduced by delaying the onset of sex, reducing the frequency of sex, or increasing the use of contraception. In turn, each of these three behaviors are affected by a large number of environmental and individual factors, including factors describing the individuals= community, family, peers and partner, as well as factors describing the individuals themselves, and the individuals relationships to these entities. These determinants also include both risk factors and protective factors. For example, initiation of sex is affected by community education, employment and poverty; family structure, education, income, religiosity, and sexual values; peer attitudes about sex and sexual behavior; the individual=s closeness to his/her family; attachment and success in school; religiosity; romantic relationship; use of drugs and alcohol; other deviant behaviors; previous sexual abuse; and sexual beliefs, skills to avoid sex, and intention to have sex; among others.

It should be noted that although Figure 2 may resemble a BDI logic model, that causal model is not yet a logic model, for it does not yet specify the particular determinants that will be targeted by the intervention nor does it specify the particular interventions that will be implemented.

Creating a comprehensive causal model, like the one in Figure 2 with its lengthy lists of risk and protective factors in different domains, sometimes forces the program designers to recognize the complexity of the situation and the wide range of possible determinants to focus upon. Acknowledging this complexity and range of possibilities can sometimes contribute to community consensus, because people with different views can see their beliefs reflected in the comprehensive model. It may also encourage program designers to think more broadly and to consider approaches different from those they initially expected to employ.

Realistically, it is never possible to adequately address all the determinants in a complex causal model with interventions sufficiently powerful to modify each determinant substantially. For example, it is not possible to address all the determinants in Figure 2. Thus, program designers must select particular determinants to focus upon.

Two criteria should determine which determinants should be selected: 1) the magnitude of the causal impact of the determinant upon the specified behaviors, and 2) the potential magnitude of the causal impact that a feasible intervention can have upon the selected determinant. That is, if a feasible intervention can have a large impact upon a particular determinant, and if that determinant, in turn, has a large impact upon a specified behavior, then that determinant should be selected and in Step #4 below it should be targeted by the proposed intervention. On the other hand, if any feasible intervention cannot substantially change a possible determinant, or if the determinant does not have a significant impact upon behavior, then targeting that determinant is not likely to be an effective use of resources. That is, *both* criteria above must be met; otherwise there is no point in selecting and ultimately targeting that particular determinant.

Determinants can be selected from any of the domains specified in Figure 2. That is, they can be individual, peer, partner, family, school, or community determinants. Of course, the domains from which determinants are selected have important implications for the interventions to address them. For example, if determinants are selected from the individual domain, then interventions can work directly with teens; if determinants are selected from the family domain, then the

interventions need to work with parents and families; if community determinants are selected, then the intervention needs to work with the communities.

When selecting specific determinants, answering the following questions will be helpful:

- Which determinants are most strongly related to each behavior?
- What is the strength of the evidence for this?
- Which determinants can be most markedly changed by feasible interventions?
- What is the strength of the evidence for this?

When answering the questions above, groups sometimes focus upon the third question first, because they are more accustomed to thinking about the risk and protective factors that their existing programs address than they are thinking about how to address new risk and protective factors that have a strong impact upon behavior. Consequently, it may be useful to think first about which determinants have the greatest impact and then to think about innovative ways to address them. However, in the final analysis, both criteria should be given approximately equal weight.

In Figures 3 and 4 are examples of determinants selected from Figure 2 and used in the BDI models discussed more fully below.

To the maximum extent feasible, the identification of the important determinants should be based upon both theory and research. *Emerging Answers* (Kirby, 2001) includes a very extensive review of research on the determinants for different sexual and contraceptive behaviors. It identifies hundreds of risk and protective factors and suggests which may be the most important in general. Other summaries of research in other fields have identified important risk and protective factors for other health behaviors.

Of the probable determinants identified in *Emerging Answers*, the most important ones are included in Figure 2. Of those identified in Figure 2, many of the sexual beliefs, attitudes, skills and behaviors are among the determinants that are most strongly related to their respective sexual behaviors.

Ideally, of course, the identified risk and protective factors would be based upon research conducted on the actual target population to be served by the intervention. Often it is possible to find research on similar populations, but rarely is it possible to find research on the actual group being targeted.

Relatively inexpensive and quick methods of identifying some determinants of behavior among a particular target population include conducting focus groups with the target population and interviews with key informants and asking both groups why members of the target population do or do not engage in particular behaviors. Although inexpensive and quick, such methods often do not elicit many of the protective factors or many of the most important determinants that shape behavior, but are not recognized by the individuals involved. For example, teenagers, like adults, are not likely to think of the many ways their families or media have shaped their values during their life times.

A more rigorous method of identifying the important determinants involves identifying appropriate behavioral theory and research summaries of determinants, developing measures of the possible determinants, conducting surveys, statistically analyzing the relationships between possible determinants and actual behavior, and then observing which determinants are most important.

This need to know which determinants most strongly affect selected behaviors can then provide the basis for the research agenda for subsequent research to be conducted other researchers.

Step #4: Identify and select the particular intervention components or activities that have sufficient strength to improve each selected determinant.

Once the important determinants are selected, then specific programmatic components or activities with sufficient efficacy to actually change these determinants must be identified and developed. Because few determinants are easy to change, typically multiple components or activities need to target each determinant. However, more important than the number of components or activities is the efficacy of each component or activity. That is, one very effective activity may be more important than several relative ineffective activities. In addition, programs or activities that are not targeted specifically to particular determinants are less likely to have as much impact upon those determinants.

Important questions to answer are:

- Which interventions (policies, programs, or program activities) can have the greatest impact upon each of the selected determinants?
- Are these interventions (policies, programs, or program activities) sufficiently powerful that they will actually markedly change each selected determinant?
- What is the evidence for this?
- Are the proposed policies, programs and activities feasible given the financial resources, staff and program capabilities, and other resources, and also given any challenges to implementing the program?

Commonly it is useful to create a matrix in which each column represents a single selected determinant and each row represents a policy, program component, or activity. An $AX \equiv$ can be placed in each cell in which a program component affects the determinant. It is then easy to scan down each column and see which activities affect each determinant and to assess whether or not those program components are sufficient to markedly change the determinant.

The amount of detail that is needed when describing program components or activities may depend upon the purpose of the logic model. If the purpose is to provide an overview and to demonstrate how different program components will address various determinants and behaviors, then the logic model might summarize each component succinctly and illustrate the behaviors that

they address. However, if the purpose is to actually design an effective program, then the activities must be described in much greater detail.

What do BDI logic models actually look like?

Given the comprehensive causal diagram in Figure 2, many different logic models are plausible, and different ones might be most effective in different communities or cultures. Following are examples illustrating different approaches that program designers might take.

Example of a school curriculum-based logic model focusing upon individual psychosocial determinants. In Figure 3 is an example of logic model for a comprehensive school-based pregnancy prevention intervention that focuses upon individual psychosocial determinants in order to delay sex, decrease sexual activity and increase contraceptive use. It includes all of the behaviors in Figure 2, and some, but not all, of the individual determinants in Figure 2. And, of course, it specifies the particular curriculum activities or programmatic elements that will affect the selected determinants.

Each group of curriculum activities in the boxes in left hand column is designed to affect the individual psychosocial determinant that is immediately to its right in the middle column. All the individual psychosocial determinants on a given page are designed to affect the behaviors specified in the third column. And, of course, all the changes in behavior are believed to reduce teen pregnancy in the right hand column.

As an example, consider the text at the top of Figure 3. It specifies, for example, that the teacher will lead group discussions in which students discuss the advantages and disadvantages of engaging in sex, but will emphasize the advantages of abstaining. In addition, the class will discuss methods of showing you care without engaging in sexual behavior. These activities may decrease permissive attitudes about premarital sex, and increase favorable attitudes toward abstinence. This change in attitudes, in combination with all the other changes in individual determinants may lead to a delay in sex or a reduction in the frequency of sex, which finally will lead to a reduction in pregnancy.

Similarly, this logic model specifies that accurate information about the risks of sexual activity, in combination with a number of interactive activities designed to get the students to personalize the information, will increase students' perceived risk of becoming pregnant if sexually active. On the second page of this figure, this logic model specifies that providing materials to help parents clarify and express their personal values about sexuality coupled with homework assignments in which students ask their parents about family values will increase their beliefs that family values support abstinence. Other activities on the third and fourth pages are designed to change the determinants of contraceptive use and thereby increase contraceptive use among sexually active youth.

Clearly, this logic model is not designed as an overview, but is designed to specify more detail about the kinds of activities that will be included in the curriculum and which activities are believed to affect which determinants.

This particular logic model has not been used in any single intervention. However, it includes elements from the curricula and theoretical models of several curricula that effectively delayed sex or increased condom use (Jemmott, Jemmott & Fong, 1998; St. Lawrence, Jefferson, Alleyne & Brasfield, 1995; Coyle, Basen-Engquist, Kirby, et al., forthcoming; Kirby, Barth, Leland & Fetro, 1991).

Example of a logic model focusing upon environmental determinants. Figure 4 provides a second example of a logic model that is also based upon the causal model in Figure 2. Whereas Figure 3 illustrates an example that focuses upon individual attributes, particularly determinants involving sexuality, and could be used in designing a sex education curriculum-based intervention, Figure 4 illustrates an example that focuses primarily upon non-sexual community and individual environmental determinants.

It includes 1) training and other efforts to improve teaching skills, tutoring, and ultimately student success, 2) sports programs for girls, 3) mentoring programs, 4) programs for parents to help them clarify their values about sexuality, express those values to their children, become closer to their teens, monitor their teens appropriately, and aid them in preventing their teens from going steady with much older partners, and 5) service learning programs (voluntary service combined with small group meetings to prepare for and debrief the voluntary activities). Most of these programs have the potential for addressing determinants both of sexual involvement and contraceptive use and thereby preventing teen pregnancy.

Although some of the programs identified in this logic model have evidence that they reduced either sexual risk-taking or actual pregnancy, this model is only an example. It is not meant as the best or ideal BDI model for any particular community. Furthermore, it is rather resource intensive.

This logic model includes a slight deviation from the steps described above. Note that at the bottom of the first page of Figure 4 there is an arrow going directly from the box identifying community service programs with group sessions for reflection to the box identifying delay in initiation of sex and reduction of frequency of sex; it does not go to any box in the determinants' column. This reflects the fact that research demonstrates that service learning can delay sex, but has not yet determined which determinants of sex are affected by service learning. Similarly, on the second page of Figure 4, the arrow goes all the way to reduction of teen pregnancy, because other research indicates that service learning can reduce teen pregnancy, but has not specified which behaviors or determinants it changes.

Example of a logic model focusing upon clinics. Figure 5 provides an example of a logic model that is *not* based upon the risk and protective factors identified in Figure 2, but is based upon professionals' beliefs and experience, and some research regarding "adolescent friendly" health clinics. Many professionals believe that the behavior of clinic staff affects whether or not youth

use clinics for reproductive health care, whether they return for subsequent clinic visits, and how consistently and properly they use contraception. Accordingly, this model incorporates two columns for behavior, one column for the teens' contraceptive behavior and a second column for the staffs' behavior that is believed to affect the teen's contraceptive behavior. In addition, this model recognizes that policies (as well as hiring, training and materials) affect staff behavior.

Despite these differences, this model still incorporates the basic concepts of BDI logic models, was created in the same manner as the other models, and should be interpreted the same way.

This model, like all the other models presented in the paper, is not presented as the best possible model of "adolescent friendly" clinics, for it does need to be developed further. However, there is research indicating that when clinic staff engage in some of the behaviors identified in this model, then teens are more likely to use contraception correctly (Boekeloo et al, 1999; Danielson et al, 1990; Orr et al., 1996; Winter & Breckenmaker, 1991)

How do I know if I have a good logic model?

After completing a logic model, people may ask, Is this a good one? How can it be improved? Figure 6 presents numerous criteria for judging a logic model. The criteria presented there naturally follow from many of the questions and criteria provided above to help you develop your models.

Planning For and Using Logic Models

Who should be involved in the development of BDI logic models?

It is not sufficient for an outside person to come in, spend a few hours creating a logic model for an agency, and then leave. Rather, BDI logic models become the most meaningful and most effective if diverse workgroups (as opposed to single individuals) are actively involved in developing, updating, and possibly using them. These workgroups should include program planners, people knowledgeable about the target group, people knowledgeable about relevant research, youth from the target group, staff, and other stakeholders in the community. If possible, these workgroups should also include people with a variety of perspectives on the issue. Of course, including members of the targeted group is wise. If the targeted group includes youth or other people who may have difficulty articulating their views in the presence of other community members or professionals, then it may be more productive to meet with them and gain their input in separate meetings.

Involving workgroups in the development of a logic model can:

- bring people with different views together,
- create a more common understanding and acceptance of the intervention=s approach,
- increase commitment to evaluation and understanding of the results,
- increase cooperation among people in different agencies or sectors, and
- more generally increase stakeholder involvement and support.

What do we do with a logic model after we create it?

Logic models are likely to bring people together, improve the design of programs and facilitate evaluation, only if they are created, updated and used in an on-going process by the group. That is, workgroups should not create logic models and then file them away only to be forgotten. Rather, workgroups should continually review them and update them as new experience, research studies and other evidence can inform the model, and agencies should use them in their ongoing development or refinement of programs, training of staff, and evaluation efforts. If logic models are to markedly affect people=s thinking, their program design and their evaluation measurement efforts, then these people must put a considerable amount of time and thought into the creation and maintenance of the models.

More specifically, on an on-going basis the following tasks should be completed:

- Other interested groups should review the logic model and make suggestions.
- People should review relevant existing research on the determinants of the selected behaviors and on the impact of programs designed to change these determinants or behaviors, and then update the model.
- Additional research questions on important determinants should be identified and answered with focus groups, other qualitative research or survey research. University research groups or other researchers should be encouraged to try to address the research needs.
- Formative research on the program should be completed. For example, simple focus groups can be conducted to assess whether the participants believe the interventions are having an impact upon the specified determinants. Similarly, simple pre-post questionnaire surveys can determine whether the interventions are having a short-term impact upon the determinants. If not, the model and/or the intervention should be revised.

Obviously, logic models will not have much effect, even if they are refined, if they do not form the actual basis for programming and evaluation. In regards to programming, this means that the intervention components specified in the logic model are the interventions that must be designed and actually implemented. For example, the activities specified in the logic model become the basis for a curriculum. Understanding the logic model must also become part of staff training. Continuing with the same example, when staff are trained to implement a new curriculum, they should understand why particular activities are important (i.e., which determinants they are trying to affect with a particular activity). This can help them make their points more clear and get their message across.

Guide for the Specification of Evaluation Indicators

While a primary reason for developing logic models is to develop effective programs that change behavior, the creation of logic models can also be a very useful step, perhaps even an essential step, in conducting program evaluations. Regardless of whether or not evaluations are process or outcome, or qualitative or quantitative, at some point, they need to assess whether critical program components or activities were implemented or whether they had an impact upon mediating outcomes, important behaviors and overall health goals. Consequently, identifying the critical program components or activities, the mediating outcomes (which are the determinants of the specified behaviors)⁵, the important behaviors and the health goals is a necessary first step. Without this specification, evaluators may assess the wrong program activities or measure the impact of the program upon the wrong outcomes. This, of course, can be very unfair to the programs. If an evaluation measures the impact of a program upon the wrong outcomes, it may incorrectly conclude that the program failed to have an impact, when in fact it did. If the elements in a BDI model are specified properly, they can become the guide for the important program characteristics and outcomes to be measured.

What should be measured?

Evaluators conducting a process evaluation of the intervention summarized in Figure 3 would need to assess the implementation of all the curriculum activities identified in the left-hand column. Such a process evaluation might include assessment of which activities were actually implemented by educators, what was the fidelity of that implementation, how many youth and how many parents received each activity, and what was their reaction to each activity.

When conducting an outcome evaluation, evaluators would need to measure the impact of the intervention upon the mediating variables (which are the same as the determinants of behavior), the behaviors themselves, and the health goal. In the example in Figure 3, this would include measuring the impact upon mediating variables such as attitudes about abstinence and premarital sex, perceived risks and costs of pregnancy and STD, perceptions of peer sexual activity, etc. It would also include the impact upon initiation of sex, frequency of sex, use of contraception and pregnancy. Currently there exist standardized measures of all these outcomes. These, then, could be incorporated into the construction of questionnaires for youth.

How can measurement of these indicators help us understand how or why our programs did or did not work?

⁵ When designing programs, it is more common to talk about the *A*determinants of behaviors, whereas when evaluating the impact of programs, it is more common to talk about *A*mediating outcomes, that is, the outcomes that *A*mediate between the intervention activities and the behaviors. Despite their different words, they refer to the same things.

In several different ways, measuring the impact of interventions upon mediating outcomes, behaviors *and* health goals can greatly increase our understanding of why programs either do or do not work.

- ***First, interventions may markedly affect the mediating outcomes, but not the behaviors.***
This is important to know, because it tells us that other determinants/mediating outcomes must be changed before the behaviors will change significantly. Identifying those other determinants then becomes an important task.
- ***Second, interventions may change behaviors, but not markedly change the specified determinants.*** (Believe it or not, this sometimes happens.) This is important to know, because it means that the intervention is affecting other unspecified and unmeasured determinants that are in turn affecting the behavior. By subsequently identifying those determinants, it may be possible to fine tune the intervention and make it either more effective or more efficient.
- ***Third, interventions may have an impact upon behaviors, but not upon the health goal.***
This is important to know, because it tells us that either other behaviors must be changed in order to achieve the health goal, or alternatively that the improvement in behaviors may have led to some improvement in the health goal, but for measurement and statistical reasons, it was simply not possible to detect that improvement⁶.

In general, an assessment of the impact of interventions upon mediating outcomes (determinants), behaviors and the health goals can increase our understanding of how or why the intervention either did or did not work and that assessment can typically guide subsequent program improvement.

The data collected on determinants, behaviors and health goals can also increase our understanding of the relationships among the determinants, behaviors, and health goals. That is, statistical analyses of these data can provide more information about the relative impact of different determinants on each behavior, and sometimes they can provide more information about which behaviors most directly affect the health goal.

Unsuccessful and Successful Applications of BDI Models

While the development of BDI models may seem logical, appealing and desirable to some people, a critical question remains: Can they actually improve the design and development of programs and increase their chances of changing behavior? A review of research on programs to reduce

⁶ Commonly it is possible to measure the impact of programs upon the initiation of sex, frequency of sex, number of sexual partners, and use of condoms or contraception, but for both methodological and statistical reasons, it is often difficult to measure the impact of interventions upon pregnancy or STD rates.

adolescent STD/HIV and pregnancy in the United States indicates that they can be effective, but only if they are properly designed and applied.

In the United States in the 1980s, a commonly recognized problem was the very high rate of unintended teenage pregnancy. After researchers documented that young people believed many myths about sexuality and contraception, many schools implemented sex education programs to increase knowledge about sexual behavior and contraception (and to reduce the prevalence of the myths) and to thereby reduce unprotected sex and pregnancy. Curriculum developers believed that if programs increased adolescent knowledge about the risks of sexual intercourse and the effectiveness of abstinence and contraception, then youth would be less likely to engage in unprotected sex. Evaluations of these knowledge-based programs revealed that they did increase adolescent knowledge, but they did not significantly change behavior.

Why were they not successful at changing behavior? Subsequent studies revealed that, while teens did not have accurate knowledge about some aspects of sexual behavior and contraception, these beliefs were only weakly related to actual sexual and contraceptive behavior. That is, knowledge was not an important determinant of adolescent sexual and contraceptive behavior. Thus, those sex education programs focused upon the wrong determinants; they focused upon a determinant that they were able to change markedly (knowledge), but that determinant did not markedly affect behavior.

A subsequent generation of programs focused upon generic values clarification and generic decision-making and communication skills. Although there were few evaluations of these programs, the available evidence suggests that these programs did help clarify values, and did help teach (to a slight extent) general decision-making and communication skills, but these programs apparently failed to reduce adolescent sexual risk-taking behavior (Kirby, 1985). Again, clarity of general values and very general decision-making and communication skills were not important determinants of sexual risk-taking. In addition, the programs had only a very modest impact upon these determinants.

Thus, these first two generations of ineffective programs either were not based upon logic models, or were based upon causal models with little research support and with the wrong determinants specified.

A more recent generation of programs focused more clearly upon specific behaviors, reviewed research and theory to specify the important determinants of these behaviors to be changed, and designed program activities to change these determinants--in other words, they employed research-based BDI logic models. In some cases, they rather consciously created BDI models similar in form to the models discussed in this paper, while in other cases, they employed the principles of BDI models without realizing that they were actually creating such models. Most important, these programs have consistently been effective X they have changed both the specified determinants of sexual, condom or contraceptive behavior, and the actual behaviors themselves (Kirby, 2001).

For example, *Safer Choices* a theoretically based, multicomponent, HIV, STD and pregnancy prevention program for high school youth identified the behaviors leading to pregnancy, STD and HIV and addressed the determinants affecting those behaviors. Research results revealed that over a 31-month period, it effectively improved knowledge about HIV and other STDs, self efficacy to use condoms, normative beliefs and attitudes about condom use, perceived barriers to condom use, perceptions of risks of HIV and other STDs, and parent-child communication about sexual behavior, and consequently it in turn increased condom use, increased contraceptive use, decreased the frequency of unprotected sex, and decreased the number of sexual partners with whom condoms were not used (Coyle et al., 2001).

Research in other areas have also indicated that BDI models have helped develop effective programs. For example, reviews of effective drug prevention programs have also found that they incorporate at least some of the elements of research-based BDI models (c.f., Dusenbury and Falco, 1995).

Advanced Topics: Solutions to Common Problems

This section discusses a few advanced topics for those people who already understand the basics of logic models and who struggle with how to handle particular issues. Those readers who have Ahad enough for one reading should feel free to skip to the next section.

Addressing Disparate Health Goals or Behaviors

Typically when creating a logic model, a single health goal is specified. If a community has multiple health goals, then separate logic models can be developed for each health goal. However, occasionally, different health goals may involve some of the same behaviors, and when this is true, it can be helpful to link the logic models (i.e., have the models refer to one another) or to actually integrate the multiple health goals in the same logic model.

For example, some organizations are concerned with reducing both teen pregnancy and teen sexually transmitted disease, and some, but not all, of the same sexual behaviors (e.g., abstinence, frequency of sex, and condom use) affect both pregnancy and STD. Thus, it may be helpful to develop either linked or integrated models for both of these health goals.

Occasionally, youth serving agencies may be concerned with quite disparate goals and behaviors among teens and may want to address some core set of risk and protective factors related to these disparate behaviors and goals. This can be done by creating separate models, specifying the different health goals and behaviors to be changed, as well as the determinants of those behaviors, and then selecting those determinants that are common to several of them (e.g., attachment to adults, belief in the future, and personal competencies). Of course, if an agency specifies first the program, then the determinants, and finally the behaviors or health goals, then they are creating

logic models, but not BDI logical models because they have completed the steps of creating a logic model in the reverse order.

Modeling Causality among the Behaviors or Determinants

It is sometimes the case that some behaviors will causally affect other behaviors. For example, Figure 5 portrays the behavior of staff affecting the behavior of teens. This was resolved by providing two columns of behavior and showing the causal relationship between them

Even more commonly, some determinants affect other determinants. For example, many environmental determinants may affect individual determinants. (Some social-psychologists will even argue that nearly all environmental determinants have their impact upon individual behavior by operating through individual determinants.) In Figure 2, some of the characteristics of families that are related to teen sexual behavior undoubtedly have an impact upon teen beliefs and attitudes and thereby influence teen behavior.

The question arises: How should this be modeled? There are at least two different ways. First, a second column of determinants can be added, with the left-hand column including determinants that are more distal from the behavior (e.g., family characteristics) and the right-hand column including determinants that are more proximal (e.g., individual characteristics). This was done in Figure 2. Alternatively, all the determinants can be specified in the same column, but they can be grouped by domain and arrows, representing causality, can be drawn from one determinant (or group of determinants) to another.

Portraying these causal relationships among behaviors or determinants simply makes them more realistic, for after all, reality is complex. Adding these refinements improves the models and need not detract from the basic principles of BDI logic models.

Lack of Research about the Determinants/Mediating Outcomes between Effective Programs and Behavior

Sometimes research demonstrates that a particular intervention has an impact upon either specified behaviors or upon a health goal, but the determinants or the behaviors that are affected by the intervention are simply not known. For example, as noted above, one study demonstrates that service learning programs can delay sex and multiple studies provide clear evidence that service learning can reduce teen pregnancy, but the mediating outcomes and all the behaviors that are affected by service learning have not been identified by research. Although there is informed speculation, at this time, there is little research to substantiate that speculation.

The question then arises: How should this be modeled? The program can be simply identified in the intervention column without specifying either the determinants or the behaviors. For example, this was done with service learning in Figure 4.

If service learning were to be the only or the primary intervention implemented, then there would be no need to create a BDI model. Rather, as mentioned in the introduction, the program

designers would be employing the first strategy (implementing a program known to be effective), rather than the third strategy (creating a BDI logic model). On the other hand, if service learning is only part of a larger intervention, then it can simply be incorporated as illustrated in Figure 4.

Specifying Individual-Level Determinants in Mixed Models with Environmental Determinants

Some interventions focus upon the individual. For example, sex and HIV education programs typically focus upon individual teens in either schools or community organizations. When designing such programs, individual-level determinants should be specified (e.g., individual perceptions of peer norms about sex or individual attitudes about abstinence and contraception).

Other interventions may focus upon the environment. For example, as noted above, to increase contraceptive use, some interventions have been designed to train administrators and staff of family planning clinics to make those clinics more Adolescent friendly. In this example, the desired behavior of the clinic staff can be modeled as a second column of behavior affecting the teen contraceptive behavior (see Figure 5). Alternatively, if there are many clinic characteristics other than clinic staff behaviors that are believed to affect teen behavior, then those clinic characteristics can be specified among the determinants of contraceptive use and the components of the training would be specified among the intervention components. The question then arises: Should individual-level determinants of the teens (not of the staff) also be specified? The answer to this question is not simple and depends in part upon the knowledge about the relationship between adolescent-friendly clinic characteristics and individual teen contraceptive behavior. If research has well established that clinics with the identified characteristics do, in fact, increase teen contraceptive use, then it may not be necessary to identify the individual-level teen determinants. On the other hand, if this relationship has not been well established, then specifying the individual-level teen determinants may be important. For example, the model might specify that improved clinics might cause teens to perceive the clinic as more accessible which in turn increases their use of contraception, or a separate clinic facility might increase teen perception of confidentiality which in turn increases their use of contraception. In sum, whether or not it is necessary to add the individual-level determinants in models with environmental determinants is determined by whether or not the individual-level determinants can be safely assumed.

Building a Cumulative Body of Theory and Understanding of What Works and Why It Works

Increasing understanding of what works and why it works will enable people to develop more effective programs. That is, as research provides more information about what kinds of programs change particular determinants and which determinants are most highly related to behavior, then people can develop more effective programs. Clearly, logic models are an essential and integral tool in this process.

What is an example of this?

An example of how logic models and program evaluations together can advance both theory and understanding of what works and why is the *Draw the Line* project (Coyle et al., forthcoming). That project focused upon the delay in the initiation of sexual intercourse among middle school youth as a method of reducing pregnancy and STD among these youth. Using a logic model and the best available research findings at the time of its development, it identified important determinants of initiation of sex for this age group (e.g., knowledge about sexuality, attitudes about having and not having sex, personal values about having sex, perception of peer norms about sex, self-efficacy to refuse sex, and clear sexual limits) and then developed curriculum-based activities to change those determinants. In a large study, 19 schools were randomly assigned to receive the *Draw the Line* or to receive the existing sex/HIV education classes. Survey data were collected from a cohort of students in these 19 schools before the intervention and multiple times after the intervention. This evaluation design and the survey data were then used to measure 1) the impact of the intervention upon the determinants, 2) the relationship between the determinants and the initiation of sex, and 3) the impact of the program upon the initiation of sex.

The results were informative. They revealed that among boys, the *Draw the Line* (DTL) intervention did improve some of the previously selected determinants, but not others; and did delay the onset of sex. Moreover, analyses of the relationships between the measured determinants and the initiation of sex revealed that some, but not all of the previously selected determinants were related to the initiation of sex. Among girls, the results were quite different. The DTL intervention did not have a marked impact upon most determinants and did not delay the onset of sexual intercourse. Furthermore, the survey findings revealed that having an older boyfriend greatly increased the chances of the girls initiating sex. This was not recognized when the program was being developed and the DTL program did not try to prevent girls from having an older boyfriend, nor did it address the additional pressures to have sex when a girl has an older boyfriend. In other words, for girls, the DTL intervention did not focus upon one of the most important determinants and consequently did not change behavior. Knowing the importance of an older boyfriend, future programs can now focus upon preventing girls from having much older boyfriends (or can focus on preventing the effects of having an older boyfriend) and therefore may be more effective at delaying sex.

In sum, by developing a logic model, by designing activities to change specific determinants of the initiation of sex, by developing measures of the determinants, by actually measuring the impact of the intervention upon the determinants and the initiation of sex, and finally by measuring the relationship between the determinants and the initiation of sex, this study advanced the understanding of 1) the determinants of initiation of sex among middle school boys and girls, 2) the types of activities that can change these determinants among boys and girls, and 3) the types of activities that can cause males, but not females, to delay sex. Given this new understanding, future programs can be more effective in delaying the initiation of sex among younger youth.

Conclusions

For the purposes of designing programs that actually achieve desired health goals, it is important to complete the BDI model in the proper direction (health goal first, behaviors second, determinants third and intervention components fourth). It is also critical to base each part of the model upon the strongest evidence available (e.g., well established theory, previous research with similar populations, or optimally, rigorous research on the actual population to be targeted). If program designers simply start with their favorite program in mind and then search for determinants and behavior to justify that program, then the underlying logic of the BDI logic model is defeated, and interventions based upon the model are less likely to effectively change behavior. Similarly, if the model is not based upon the strong evidence, the resulting interventions are less likely to be effective.

BDI models have been found to be a useful tool in the development of effective programs. In at least two areas of adolescent behavior, sexual risk-taking behavior and substance use, programs that were not based upon BDI models or did not employ the basic principles within them were much less likely to be effective. In contrast, those programs which were based upon BDI models or their principles which much more likely to change actual behavior.

If developed properly, BDI models can help organize and clarify thinking about how interventions will change behavior; can encourage one to think precisely, causally, and hopefully realistically; can provide on-going direction to people actually implementing programs; can incorporate findings from theory and research; can provide clear guidance for what program activities to implement; can provide guidance for measurement in the evaluations of programs; and can help us build a more cumulative body of knowledge about what works and how it works.

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SCORED SECTION	Missing	Inadequate (1)	Weak Adequate (2)	Very Good Adequate (3)	Outstanding Adequate (4)
E Agency Capability Pg.	Required criteria Agency Capability were not addressed.	Most of the criteria are not fully addressed or complete. The elements that are addressed are vague and limited in description. Agency capability, resources, and services are limited. Vague description in the ability to access and address service needs of specific target population. Administrative and fiscal experience is not evident.	Some of the criteria are addressed and complete, however, those elements are not clearly described. Agency capability, resources, and services are stated and may be described or not clearly described. Limited description in the ability to access and address service needs of specific target populations. Limited administrative and fiscal capacity and experience is questionable.	Nearly all or all criteria are complete and comprehensively addressed. Agency capability, resources, and services are defined and clearly described and demonstrated. Good knowledge and description regarding access and service needs of specific target populations. Presents strong administrative and fiscal ability and experience to implement the project.	All criteria are complete, in every respect and thoroughly address all applicable criteria. Agency capability, resources, and services are clearly defined. Outstanding knowledge ability to address access and service needs of specific target populations. Demonstrates superior administrative and fiscal ability and experience to implement the project.
F Community Collaboration Pg.	Required Criteria for Community Collaboration were not addressed.	Most of the criteria are not fully addressed or complete. The elements that are addressed are vague and limited in description. Community commitment to assist with implementation is incomplete and/or not described. (Family PACT, AFLP/ASPPP, schools, CBOs, etc). Background of collaborative not fully addressed. Communication system and staff position is limited and vague in description. Most Letters of commitment, school agreement forms, and MOU's are missing.	Some of the criteria are addressed and complete, however, those elements are not clearly described. Community commitment to assist is addressed and may be described and includes some Family PACT, and/or AFLP providers, schools, CBOs, etc.). Background of collaborative is addressed; however, not clearly described. Communication system and staff position is not clearly described. Plan to sustain collaborative is limited; project success is questionable. Some Letters of commitment, school agreements forms, and MOU's are missing.	Nearly all or all criteria are complete and comprehensively addressed. Demonstrates strong ability for community involvement that includes most but not all the Family PACT and/or ALFP providers, CBOs, schools, etc.) to attain project outcomes. Background of collaborative is fully described. Communication system and staff position clearly demonstrates ability to sustain community involvement. Most Letters of commitment, school agreement forms, and MOU's are included.	All criteria are complete, in every respect and thoroughly address all applicable criteria. All community collaborative members are identified, addressed, and highly involved. Delineates all resources and community involvement to ensure successful attainment of project outcomes. Complete and thorough description of the collaborative, communication system and staff position responsible for ongoing collaboration. All letters of commitment, school agreement forms, and MOUs are included.
G Clinical Linkages Pg.	Required criteria for Clinical Linkages were not addressed.	Most of the criteria are not fully addressed or complete. The elements that are addressed are vague and limited in description. Family Planning PACT Provider not included in the development of the application, no description of referral linkages between I&E and Family PACT Provider. Letter of commitment from Family PACT provider included.	Some of the criteria are addressed and complete, however, those elements are not clearly described. Family Planning PACT Provider may not included or their participation is limited in the development of application, letter of commitment from Family PACT provider included. Addresses some elements of a referral linkage system between I&E and Family PACT Provider.	Nearly all or all criteria are complete and comprehensively addressed. Addresses all criteria; Family PACT Provider involved in the development of application, letter of commitment from Family PACT provider included. Includes a description of nearly all aspects of a referral linkage system between I&E and Family PACT Provider.	All criteria are complete, in every respect and thoroughly address all applicable criteria. Family PACT Provider involved in the development of application, letter of commitment from a Family PACT provider, comprehensive description of referral linkages between I&E and Family PACT Provider.

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SCORED SECTION	Missing	Inadequate (1)	Weak Adequate (2)	Very Good Adequate (3)	Outstanding Adequate (4)
<p>151</p> <p>II Community Needs Assessment Pg.</p>	<p>Required criteria for a Community Needs Assessment were not addressed.</p>	<p>Most of the criteria are not fully addressed or complete. The elements that are addressed are vague and limited in description. Table provided, however, summary of the assessment is vague. Need assessment does not fully address prevalence or specific need for teen high teen births in community. Vague or incomplete description of target population; conditions that are put them in high risk; current services in the community of the target population. Identification of gaps, resources, assets and obstacles are stated but not addressed. Rationale for the project and resources are provided but incomplete. Gaps and obstacles are not identified or addressed. Community attitudes, beliefs are limited in description. May not have completed the curriculum form</p>	<p>Some of the criteria are addressed and complete, however, those elements are not clearly described. Table provided and summary is addressed. Most of the criteria may be addressed or described. Need assessment address prevalence of teen high births in community. Some description of target population; conditions that are put them in high risk; current services in the community of the target population. Identification of gaps, resources, assets, and obstacles are not clearly or completely addressed. Rationale for the project and resources are provided but incomplete. Some Gaps and Obstacles are identified or addressed. Community attitudes, beliefs are not fully described. Basis for the need and resources for the project are given limited attention. Some obstacles identified or addressed.</p>	<p>Nearly all or all criteria are complete and comprehensively addressed. Addresses nearly all criteria. Table provided and summary is addressed and demonstrates understanding and need. Need assessment address prevalence of teen high births in community. Clear description of target population; conditions that are put them in high risk; current services in the community of the target population. Identification of gaps, resources, assets and obstacles are mostly or completely addressed. Rationale for the project and resources are provided described. Some Gaps and Obstacles are identified or fully addressed. Community attitudes, beliefs are fully described. The basis for the need and resources for the project are clearly described the rationale and need for project are presented well. Community resources and obstacles are addressed.</p>	<p>All criteria are complete, in every respect and thoroughly addresses all applicable criteria. Table provided and clear summary is addressed. Well-developed assessment that address prevalence of teen high births in community. Fully defined, clear and thorough description of the target population; conditions that are put them in high risk; current services in the community of the target population. Identification of gaps, resources, assets and obstacles are complete and clearly addressed. Rationale for the project and resources are provided and complete. Community attitudes, beliefs are fully described. Basis for the need and resources for the project are given high attention. Need for the project is strongly demonstrated. Community resources and obstacles are thoroughly explored.</p>
<p>III Project Description Pg.</p>	<p>Required criteria for Project Description were not addressed.</p>	<p>Most of the criteria are not fully addressed or complete. The justification and evidence of an implementation plan and plan is described in a limited manner. Goals, strategies, and activities are stated however are not appropriate for selected target populations. Target population and services are vaguely described. Support and participation in the application is weak and not fully addressed. The proposed curriculum is described, but may clear understanding to appropriateness to the goals and target population. The curriculum profile is missing or incomplete.</p>	<p>Some of the criteria are addressed or complete. However, the justification and evidence of an implementation plan and its relationship to the target population(s) is not clearly described or demonstrated. Goals, strategies, and activities are somewhat appropriate for selected target populations, however not fully justified. Target population and services are generally described. Support and participation in the application is present and not fully addressed. The proposed curriculum is identified however, does not seem to demonstrate or appropriate for the goals and target population. The curriculum profile is completed</p>	<p>Addresses nearly all the criteria completely. Project description presents a realistic and feasible plan for justifying and implementing the proposed project objectives and strategies with target population. Goals, strategies, and activities are appropriate for selected target populations. Target population and services are well described. Support and participation in the application is recognized and fully addressed. The proposed curriculum is identified and appropriate for the goals and target population. The curriculum profile is completed and meets most of the criteria</p>	<p>All the criteria are addressed clearly with an exceptionally coherent and complete plan for implementing project objectives and appropriate strategies that meet the needs of the target population. A general and big picture view of the project is clearly understood. The benefits that the target populations will obtain are clearly stated and realistic. The proposed organization structure is appropriate to scale and design of the project activities. The proposed curriculum is clearly identified and is well suited for the goals and target population. The curriculum profile is complete.</p>

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SCORED SECTION	Missing	Inadequate (1)	Weak Adequate (2)	Very Good Adequate (3)	Outstanding Adequate (4)
J Project Scope of Work Pg.	Required criteria for Scope of Work were not addressed.	Most criteria are incomplete or missing; Scope of Work does not appear to be feasible, measurable, realistic or appropriate for a teen pregnancy prevention program. Questionable demonstration of basic administrative and fiscal ability and experience to implement the proposed teen pregnancy project. The activities proposed are vague or incomplete and not fully described in each Scope of Work page may not support the goal and objective(s). The gender, age percentile served, and curriculum vague and unclear. The tasks may lack or include basic components for successfully implementing each Scope of Work page. The locale for the proposed activities may not be consistent with collaborative roster and project description.	Most of the criteria requirements are generally met and addressed. The Scope of Work appears readable and measurable. Demonstrates basic administrative and fiscal ability and experience to implement the proposed teen pregnancy project. The activities proposed in each Scope of Work page are general and may lack key steps in the support of goal and objective(s). The gender, age percentile served, and curriculum (if applicable) are complete. The tasks generally outlined in the Scope of Work identify some key components for implementing each Scope of Work page. The locales for the proposed activities are not fully identified and consistent with collaborative roster and project description.	The Scope of Work addresses almost all the criteria completely and meets the specifications of a strong Scope of Work that is realistic, feasible and measurable for a teen pregnancy prevention program. Demonstrates administrative and fiscal ability and experience to implement the proposed teen pregnancy project. Most of the activities proposed in each Scope of Work page support the goal and objective(s) clearly and logically. The gender, age percentile served, and curriculum (if applicable) are mostly clear, complete and logical. The tasks outline in the Scope of Work identifies most key components for successfully implementing each Scope of Work page. The locale for the proposed activities is identified and most or all of the sites are consistent with the collaborative roster and project description. Well-suited for achieving the goal and objective	All the Scope of Work forms are complete in every respect and thoroughly address all applicable criteria; Demonstrates superior administrative and fiscal ability and experience to implement the proposed teen pregnancy project. The activities proposed in each Scope of Work page support the goal and objective(s) clearly and logically. The gender, age percentile served, and curriculum (if applicable) are clear, complete and logical. The tasks outlined in the Scope of Work identify the key components for successfully implementing each Scope of Work page. The locale for the proposed activities is identified and consistent with the collaborative roster and project description. Well-suited for achieving the goal and objective.
K Evaluation Plan Pg.	Required criteria for MIP evaluation criteria were not addressed.	All or most of the required criteria for the local and/or evaluation criteria are incomplete or missing. The narrative vaguely describes the experience and capability of the project staff to conduct and implement the evaluation activities. Limited or no ability to obtain necessary approvals and MOUs for the evaluation. The evaluation plan narrative is vague or incomplete. The step-by-step process for the three levels of evaluation may be incomplete or include a vague description of the process.	Most of the required statewide and local evaluation criteria are described. The narrative is basically describes the experience and capability of the project staff to conduct and implement the evaluation activities. The some ability to obtain necessary approvals and MOUs for the evaluation. The evaluation plan narrative provides basic process on the three levels of evaluation used by the project.	The Evaluation Plan fully addresses all required statewide and local evaluation criteria with some specificity. Meets most or all the evaluation requirements with clear understanding. The narrative clearly describes the experience and capability of the project staff to conduct and implement the evaluation activities. The ability to obtain necessary approvals and MOUs for the evaluation is addressed. The evaluation plan narrative outlines a clear step-by-step process used by the project to select the activities on all three levels of the evaluation.	The Evaluation Plan is complete in every respect and thoroughly addresses all applicable criteria set forth in the RFA. Meets all elements of the statewide and local evaluation requirements with clarity and specificity. The narrative clearly describes the experience and capability of the project staff to conduct and implement the evaluation activities. The ability to obtain necessary approvals and MOUs for the evaluation is clearly stated. The evaluation plan narrative outlines a clear step-by-step process used by the project to select the activities on all three levels of the evaluation.

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SCORED SECTION	Missing	Inadequate (1)	Weak Adequate (2)	Very Good Adequate (3)	Outstanding Adequate (4)
I. Budget and Budget Justification Pg.	<p>A rating of (0) reflects an omission or no response. Budget is not addressed.</p>	<p>All or most of the criteria for the Budget and Budget Justification are incomplete or missing. There is little explanation for most costs and aspects of the budget indicate expenses that require further clarification but are not addressed in this section. The proposal may use the line items outlined in the sample budget. The budget contains a few prohibited expenses. The proposal does not or inconsistent in following the Budget Category Instructions for Personnel, Fringe Benefits, Total Personnel & Benefits, Operating Expenses, Space rental/Lease, Printing, Equipment rental, Audit Costs, Equipment Purchases, Travel 7 Per Diem, Subcontracts & Consultants, Indirect Costs and other costs. The budget justification may address all the proposed costs that are included in the proposal.</p>	<p>Most of the criteria for the Budget and Budget Justification are broadly outlined and a somewhat reasonable. Explanation for most costs is provided. Costs appear feasible. Somewhat realistic. The proposal uses some of the line items outlined in the sample budget. The budget contains some prohibited expenses. The proposal follows the Budget Category Instructions for Personnel, Fringe Benefits, Total Personnel & Benefits, Operating Expenses, Space rental/Lease, Printing, Equipment rental, Audit Costs, Equipment Purchases, Travel Per Diem, Subcontracts & Consultants, Indirect Costs and other costs. The budget justification basically addresses some of the proposed costs that are included in the proposal.</p>	<p>Most of the criteria for the Budget and Budget Justification are generally outlined and appropriate. The budget and justification indicates a relationship to the proposed teen pregnancy prevention program. The proposal uses the line items outlined in the sample budget. The budget contains no or one prohibited expenses. The proposal mostly follows the Budget Category Instructions for Personnel, Fringe Benefits, Total Personnel & Benefits, Operating Expenses, Space rental/Lease, Printing, Equipment rental, Audit Costs, Equipment Purchases, Travel Per Diem, Subcontracts & Consultants, Indirect Costs and other costs. The budget justification mostly addresses all the proposed costs that are included in the proposal.</p>	<p>All the costs in the Budget and Budget Justification are clearly delineated, feasible, realistic, and appropriate. The budget and justification indicating a strong and clear relationship to the proposed teen pregnancy prevention program strategies. The proposal uses the line items outlined in the sample budget. The budget contains no prohibited expenses. The proposal follows the Budget Category instructions for Personnel, Fringe Benefits, Total Personnel & Benefits, Operating Expenses, Space rental/Lease, Printing, Equipment rental, Audit Costs, Equipment Purchases, Travel Per Diem, Subcontracts & Consultants, Indirect Costs and other costs. The budget justification clearly addresses all the proposed costs that are included in the proposal.</p>